MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 0

STATE OF MISSISSIPPI

COUNTY OF HARRISON

BE IT REMEMBERED, that a regular meeting of the Board of Supervisors of Harrison County, Mississippi was begun and held in the meeting room of the Board of Supervisors of Harrison County, located in the Second Judicial District Courthouse at Biloxi, Mississippi, on the **SECOND MONDAY OF JULY 2007**, being **JULY 9, 2007**, the same being the time fixed by law and the place fixed by the Order of the Board of Supervisors of Harrison County at a former meeting thereof for holding said meeting of said Board.

THERE WERE PRESENT and in attendance on said Board, Larry Benefield, President of said Board, presiding; Bobby Eleuterius, Marlin R. Ladner; and Connie Rockco, members of said Board of Supervisors; Supervisor William W. Martin was absent and excused through Item 23 and was present thereafter; Tal Flurry, Tax Assessor for Harrison County, Mississippi; George H. Payne, Jr., Sheriff of Harrison County, Mississippi; and John McAdams, Chancery Clerk and Ex-Officio Clerk of said Board.

WHEREUPON, after the proclamation of the Sheriff, the following proceedings were had and done, viz:

* * *

July 9, 2007, Item # 1

Diane Moore and Larry Vance with Fox Everett Insurance Co. and Patti Dedeaux, Insurance Administrator, appeared before the Board to present information on health insurance renewal.

After full discussion Supervisor **MARLIN R. LADNER** moved adoption of the following:

ORDER APPROVING THE RENEWAL OF HEALTH INSURANCE COVERAGE, EFFECTIVE AUGUST 1, 2007 WITH FOX EVERETT INSURANCE CO. AND REINSURANCE COVERAGE WITH CHUBB, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE CONTRACT UPON RECEIPT, AND THE APPLICATION FOR COVERAGE

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the renewal of health insurance coverage, effective August 1, 2007 with Fox Everett Insurance Co., and reinsurance coverage with CHUBB.

The Board further HEREBY AUTHORIZES the Board President to execute the contract upon receipt, and the application for coverage, which follows this Order as **Exhibit A.**

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	(ABSENT & EXCUSED)
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

Chubb Group of Insurance Companies
15 Mountain View Road
Warren, New Jersey 07059

EMPLOYER STOP LOSS APPLICATION

BY COMPLETING THIS APPLICATION YOU ARE APPLYING FOR COVERAGE WITH FEDERAL INSURANCE COMPANY (THE "COMPANY")

APPLICATION INSTRUCTIONS:

1. Whenever used in this Application, the term "**Applicant**" shall mean the insured and all subsidiaries.
2. Include all requested underwriting information and attachments. Provide a complete response to all questions and attach additional pages if necessary.

I. GENERAL INFORMATION

1. Name of **Applicant**: Harrison County Board of Supervisors
2. Address of **Applicant**: 1801 23rd Avenue

   City: Gulfport State: MS Zip Code: 39501 Telephone: 228-865-4120
3. Web address: _____
4. Name and Address of Primary Contact: Patti Dedeaux (Same as above)

   City: _____ State: _____ Zip Code: _____ Telephone: _____
5. Other Location(s): ☐ Yes ☒ No
   If Yes, please give name and complete address of any/all including number of employees at each location.
   _____
   _____
6. Are subsidiary/affiliated/associated companies to be included under this benefit plan? ☐ Yes ☒ No
   If Yes, please state the legal name, location(s), and number of employees for each (companies under common control through stock ownership, contract or otherwise to be included): _____
   _____
   _____
   _____

II. SPECIFIC INFORMATION:

1. Enter the full name of your benefit plan(s): (A copy of such executed benefit plan(s), including all amendments, must be attached.)

   Harrison County Board of Supervisors Employee Benefit Plan
2. Nature of **Applicant's** Primary Business: (SIC Code) Municipality
3. Federal Employer's Tax I.D.#: 64-6000425
   Number of Years in Business: _____

   ☐ Corporation ☐ Partnership ☐ Proprietorship

EXHIBIT A

4. Estimated Initial Enrollment:

654	Single/Employee only	_____	COBRA Beneficiaries
_____	Employee and Spouse	5	Retired Employees
_____	Employee and Child(ren)		
173	Family (Employee/Spouse/Children)		

5. Proposed Effective Date: 8/1/07

6. Name and Address of Designated Third Party Administrator:
(Firm) Fox Everett, Inc.
(S.S.N. or Tax I.D.#) 64-0691633
(Address) 3780 I-55 North; Suite 200 Jackson, MS 39211-6365
(Contact Person & Phone Number) Jennifer Robertson 601-718-5233

III. POLICY PERIOD:

1. Policy Period Requested:
From 8/1/07 to 7/31/08 both days at 12:01 a.m. at the principal address of the insured.

2. Covered Persons Included:

a. Retired Employees:	☒ Yes	☐ No
b. COBRA Beneficiaries	☒ Yes	☐ No
c. Disabled Persons	☐ Yes	☒ No

3. Actively At Work Provision

☐ Actively At Work Provision Applies
☒ Actively At Work Provision Waived (with Company approval and completed employer disclosure statement)

IV. REQUESTED COVERAGE:

A. Specific Stop Loss Insurance Requested:

1. Requested Under the Policy: ☒ Yes ☐ No

2. Requested Services To Include:

Medical	☒Yes	☐ No
Prescription Drug	☒Yes	☐ No
Prescription Drug Card	☐ Yes	☐ No

3. Requested Services Incurred From: 8/1/06 To: 7/31/08

4. Specific Retention Amount Per Covered Person Per Policy Period: $ 75,000

5. Insured Percentage: _____%

6. Paid by the Insured From: _____ To _____

7. Claim Reporting Deadline: _____

8. Maximum Specific Benefit Per Covered Person:
   A. Per Policy Period: $ 2,000,000
   B. Lifetime Maximum Per Covered Person: $ 2,000,000

9. Specific Monthly Premium Rates: $ 36.34 Per Single/Employee Only Covered Unit
   $ _____ Per Employee and Spouse Covered Unit
   $ _____ Per Employee and Child(ren) Covered Unit
   $ 98.65 Per Family (Employee/Spouse/Children) Covered Unit

B. Aggregate Stop Loss Insurance Requested:

1. Requested Under the Policy: ☐ Yes ☒ No

2. Requested Services to Include:

Medical	☐ Yes ☐ No	STD/Weekly Disability Income	☐ Yes ☐ No
Dental	☐ Yes ☐ No	Prescription Drug	☐ Yes ☐ No
Vision	☐ Yes ☐ No	Prescription Drug Card	☐ Yes ☐ No

3. Requested Services Incurred From: _____ To: _____

4. Run-in Limit (if applicable):
   A. Covered services Incurred from: _____ To: _____
   B. Not to exceed: $_____

5. Minimum Aggregate Retention Per Policy Period: $_____

6. Monthly Aggregate Factors: $_____ Per Single/Employee Only Covered Unit
   $_____ Per Employee and Spouse Covered Unit
   $_____ Per Employee and Child(ren) Covered Unit
   $_____ Per Family (Employee/Spouse/Children) Covered Unit

7. Insured Percentage: _____%

8. Paid by the Insured From: _____ To: _____

9. Claim Reporting Deadline: _____

10. Maximum Aggregate Benefit Per Policy Period: $_____

11. Aggregate Monthly Premium Rates:

    $_____ Per Single/Employee Only Covered Unit
    $_____ Per Employee and Spouse Covered Unit
    $_____ Per Employee and Child(ren) Covered Unit
    $_____ Per Family (Employee/Spouse/Children) Covered Unit

C. Additional Options Requested:

1. Monthly Aggregate Cap Option Requested: ☐ Yes ☒ No

2. Terminal Liability Option Requested: ☐ Yes ☒ No

3. Specific Advance Option Requested: ☒ Yes ☐ No

4. $____N/A_____ Terminal Liability Risk Premium Per Employee

5. Terminal Liability Attachment Factors:
   $_____Per Single/Employee Only Covered Unit
   $_____Per Employee and Spouse Covered Unit
   $_____Per Employee and Child(ren) Covered Unit
   $_____Per Family (Employee/Spouse/Children) Covered Unit

D. Representation: Prior Knowledge of Facts/Circumstances/Situations:

No person or entity proposed for coverage is aware of any fact, circumstance, or situation which he or she has reason to suppose might give rise to any claim that would fall within the scope of the proposed coverage, except: NONE _____ or _____

Without prejudice to any other rights and remedies of the Company, the **Applicant** understands and agrees that if any such fact, circumstance, or situation exists, whether or not disclosed above, any claim or action arising from such fact, circumstance, or situation is excluded from the proposed coverage if a policy is issued by the Company.

V. MATERIAL CHANGE:

If there is any material change in the answers to the questions in this Application before the policy inception date, the **Applicant** must immediately notify the Company in writing, and any outstanding quotation may be modified or withdrawn.

VI. NOTICES:

Receipt of any money in connection with this Application shall not constitute an acceptance of liability. In the event the Company disapproves this Application, its sole obligation shall be to refund such sum to the **Applicant**.

The Applicant's submission of this Application does not obligate the Company to issue a policy. The **Applicant** will be advised if the Application for coverage is accepted. The **Applicant** authorizes the Company to make any inquiry in connection with this Application.

Notice to Arkansas, Louisiana, Maryland, Minnesota, New Mexico and Ohio Applicants: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false, fraudulent or deceptive statement is, or may be found to be, guilty of insurance fraud, which is a crime, and may be subject to civil fines and criminal penalties.

Notice to Colorado Applicants: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory agencies.

Notice of District of Columbia, Maine, Tennessee and Virginia Applicants: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include or may include imprisonment, fines or a denial of insurance benefits.

Notice to Florida and Oklahoma Applicants: Any person who, knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim (or an application, in Florida) containing any false, incomplete or misleading information is guilty of a felony (in Oklahoma) of the third degree (in Florida).

Notice to Kentucky Applicants: Any person who, knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act which is a crime.

Notice to New Jersey Applicants: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Notice to Oregon and Texas Applicants: Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

Notice to Pennsylvania and New York Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation (in New York) or criminal and civil penalties (in Pennsylvania).

VII. DECLARATION AND SIGNATURE:

For the purposes of this Application, the undersigned authorized agents of the person(s) and entity(ies) proposed for this insurance declare to the best of their knowledge and belief, after reasonable inquiry, the statements made in this Application and any attachments or information submitted with this Application, are true and complete. The undersigned agree that this Application and its attachments shall be the basis of a contract should a policy providing the requested coverage be issued and shall be deemed to be attached to and shall form a part of any such policy. The Company will have relied upon this Application, its attachments, and such other information submitted therewith in issuing the proposed coverage.

The information requested in this Application is for underwriting purposes only and does not constitute notice to the Company under any policy of a claim or potential claim.

This Application must be signed by the chief executive officer and chief financial officer of the Insured acting as the authorized representatives of the person(s) and entity(ies) proposed for this insurance.

Date	Signature	Title
_____	_____	Chief Executive Officer
_____	_____	Chief Financial Officer

Chubb Group of Insurance Companies
15 Mountain View Road
Warren, New Jersey 07059

EMPLOYER STOP LOSS APPLICATION

PRODUCED BY ***(Insurance Agent) C. Larry Vance***	**INSURANCE AGENCY: Fox Everett, Inc.**
INSURANCE AGENCY TAXPAYER ID: 64-0691633	**AGENT LICENSE NO.**
ADDRESS ***(No., Street, City, State, and ZIP Code)***	
EMAIL ADDRESS	

SUBMITTED BY ***(Insurance Agency)***	**INSURANCE AGENCY TAXPAYER ID OR SOCIAL SECURITY NO.**	**AGENT LICENSE NO.**
ADDRESS ***(No., Street, City, State, and ZIP Code)***		

Chubb Group of Insurance Companies
15 Mountain View Road
Warren, New Jersey 07059

EMPLOYER STOP LOSS SUPPLEMENTAL APPLICATION

BY COMPLETING THIS SUPPLEMENTAL APPLICATION YOU ARE APPLYING FOR COVERAGE WITH FEDERAL INSURANCE COMPANY (THE "COMPANY")

NOTICE: AS PART OF THIS SUPPLEMENTAL APPLICATION FOR COVERAGE UNDER AN EMPLOYER STOP LOSS POLICY (THE "POLICY") FROM ONE OF THE MEMBER INSURERS OF THE COMPANY, THE COMPANY REQUIRES DISCLOSURE AS REQUIRED HEREIN, ON ANY COVERED PERSON WHO CAN REASONABLY BE EXPECTED TO EXCEED THE SPECIFIC RETENTION AMOUNT IN THE POLICY PERIOD FOR WHICH THEY ARE APPLYING FOR COVERAGE. THE APPLICANT IS RESPONSIBLE FOR PROVIDING THE NECESSARY DOCUMENTATION AS OUTLINED IN THIS SUPPLEMENTAL APPLICATION. ALL INFORMATION DISCLOSED BY THE APPLICANT WILL BE TREATED AS CONFIDENTIAL BY THE COMPANY. READ THE ENTIRE SUPPLEMENTAL APPLICATION CAREFULLY BEFORE SIGNING.

APPLICATION INSTRUCTIONS:

1. Whenever used in this Supplemental Application, the term "**Applicant**" shall mean the insured and all subsidiaries.
2. Include all requested underwriting information and attachments. Provide a complete response to all questions and attach additional pages if necessary.

REPORTING DEADLINES:

1. For Renewal Business (existing Employer Stop Loss Insured of the Company) -
   The **Applicant** must complete this Supplemental Application within 45 days prior to the inception date of the Policy for which they are applying. All claim information that is provided as part of this Supplemental Application must include claims paid by the administrator within 60 days prior to the effective date of the Policy for which they are applying. Reports that are provided as part of this Supplemental Application must be received by the Company within 15 days of the report(s) being generated. The Company reserves the right to request additional claim detail before binding coverage and shall request such additional detail of the **Applicant** or a representative of the **Applicant** within 15 days of receipt of this Supplemental Application.

2. For New Business (new Employer Stop Loss Insured of the Company) -
   The **Applicant** must complete this Supplemental Application within 30 days prior to the inception date of the Policy for which they are applying. All claim information that is provided as part of this Supplemental Application must include claims paid by the administrator within 30 days prior to the effective date of the Policy for which they are applying. Reports that are provided as part of this Supplemental Application must be received by the Company within 15 days of the report(s) being generated. The Company reserves the right to request additional claim detail before binding coverage and shall request such additional detail of the **Applicant** or a representative of the **Applicant** within 15 days of receipt of this Supplemental Application.

I. SUPPLEMENTAL QUESTIONS:

If the **Applicant** answers "Yes" to any of the following questions, please complete the Member Information section on page 4 of this Supplemental Application for such Covered Persons as the "yes" answer applies: SEE ATTACHED HEALTHCARE STRATEGIES REPORTS

1. Are there any Covered Persons who required hospitalization for more than 30 days in the current policy period?	☐ Yes	☐ No
2. Are there any Covered Persons that have had, or are scheduled to have, an amputation?	☐ Yes	☐ No
3. Have any Covered Persons had or are expected to have a cardiac device implanted (including, but not limited to, a Left Ventricular Assist Device)?	☐ Yes	☐ No
4. Are there any Covered Persons that are paraplegics, quadriplegics, and/or hemiplegics?	☐ Yes	☐ No
5. Are there any dependent children that are being covered due to a disabled or handicapped child extension provision?	☐ Yes	☐ No
6. Are any Covered Persons not expected to be Actively at Work on the effective date of the policy for which they are applying?	☐ Yes	☒ No

II. REPORTING REQUIREMENTS:

1. The **Applicant** shall complete the Member Information section on page 4 of this Supplemental Application for any Covered Person(s) that:

- have either exceeded fifty percent (50%) of the Specific Retention Amount or have accrued more than $35,000 in paid charge in the current policy period; or
- have had or are waiting to receive an organ transplant or bone marrow transplant ; or
- can be reasonably expected to exceed the Specific Retention Amount in the policy period for which the **Applicant** is applying for coverage.
- have any of the following Catastrophic Diagnosis:

ICD-9 Code	Catastrophic Diagnosis	ICD-9 Code	Catastrophic Diagnosis
042	HIV/AIDS	555	Regional enteritis (Crohn's disease)
141-208	Malignant Neoplasm	570-573	Liver disease and cirrhosis, including Hepatitis
250	Diabetes Mellitus	584-589	Renal failure and related diagnosis
272.7	Lipidoses (Gaucher's Disease)	710	Diffuse Disease of Connective Tissue (Lupus)

ICD-9 Code	Catastrophic Diagnosis	ICD-9 Code	Catastrophic Diagnosis
277	Cystic fibrosis	740-742 745-748 751	Congenital anomalies
286	Coagulation Defects	760-779	Premature birth and newborn complications
335.2	Motor neuron disease (ALS)	801-804	Skull Fracture
340-344 359	Disorders of the Central Nervous System	805-806 952-953	Spinal cord injury
390-448	Diseases of the Circulatory System	851-854	Brain Injury
492	Emphysema	860-869	Severe trauma
510-519	Lung diseases	941-948	Severe Burns

- are using any of the following Drugs:

HCPC Code	Drug Name	HCPC Code	Drug Name
J0640	Leucovorin Calcium	J7190 – J7195 J7198 – J7199	Factor VIII, IX and Hemophilia Clotting Factors
J1440 – J1441	Neupogen	J9212 – J9216 Q3025 – Q3026 J1825 J1830	Interferon
J1785	Imiglucerase	S0088	Gleevec

2. No entity nor any individual proposed for coverage is aware of any fact, circumstance, situation, transaction, event, act, error or omission which they knew or should reasonably have known may result in a claim that may fall within the scope of the proposed insurance, except as follows. If answer is "none", so state:

_____

_____

Without prejudice to any other rights or remedies of the Company, it is agreed that any claim arising from any fact, circumstance, situation, transaction, event, act, error or omission required to be disclosed in response to Question 2 is excluded from the proposed insurance.

III. MEMBER INFORMATION:

If **all** the information requested in this Supplemental Application can be provided by the **Applicant** via reports produced by their Administrators, the Company will agree to accept the reports in lieu of this Supplemental Application, provided the information is deemed to be acceptable by the Company.

Name/ Identifier	Status	Gender	DOB or Age	Claims *(In the Current Policy Period)*	Paid Through *(as of:)*	Diagnosis/ Condition *(please specify if on transplant waiting list)*	Prognosis	Additional Information *(Date of Diagnosis/Date of last treatment /nurses notes):*
	☐ Employee ☐ Dependent ☐ COBRA ☐ Retiree	☐ M ☐ F		Paid: Pended:			☐ Good ☐ Fair ☐ Poor ☐ Deceased	
	☐ Employee ☐ Dependent ☐ COBRA ☐ Retiree	☐ M ☐ F		Paid: Pended:			☐ Good ☐ Fair ☐ Poor ☐ Deceased	
	☐ Employee ☐ Dependent ☐ COBRA ☐ Retiree	☐ M ☐ F		Paid: Pended:			☐ Good ☐ Fair ☐ Poor ☐ Deceased	
	☐ Employee ☐ Dependent ☐ COBRA ☐ Retiree	☐ M ☐ F		Paid: Pended:			☐ Good ☐ Fair ☐ Poor ☐ Deceased	
	☐ Employee ☐ Dependent ☐ COBRA ☐ Retiree	☐ M ☐ F		Paid: Pended:			☐ Good ☐ Fair ☐ Poor ☐ Deceased	
	☐ Employee ☐ Dependent ☐ COBRA ☐ Retiree	☐ M ☐ F		Paid: Pended:			☐ Good ☐ Fair ☐ Poor ☐ Deceased	

All information disclosed by the Applicant will be treated as confidential by the Company.

IV. MATERIAL CHANGE:

If there is any material change in the answers to the questions in this Supplemental Application before the Policy inception date, the **Applicant** must immediately notify the Company in writing, and any outstanding quotation may be modified or withdrawn.

V. DECLARATIONS, FRAUD WARNINGS AND SIGNATURES:

The **Applicant's** submission of this Supplemental Application does not obligate the Company to issue, or the **Applicant** to purchase, the Policy. The **Applicant** will be advised if the Supplemental Application for coverage is accepted. The **Applicant** hereby authorizes the Company to make any inquiry in connection with this Supplemental Application.

The undersigned authorized agents of the person(s) and entity(ies) proposed for this insurance declare that to the best of their knowledge and belief, after reasonable inquiry, the statements made in this Supplemental Application and in any attachments or other documents submitted with this Supplemental Application are true and complete. The undersigned agree that this Supplemental Application and such attachments and other documents shall be the basis of the contract should a Policy providing the requested coverage be issued; that all such materials shall be deemed to be attached to and shall form a part of any such Policy; and that the Company will have relied on all such materials in issuing any such Policy. The information requested in this Supplemental Application is for underwriting purposes only and does not constitute notice to the Company under any insurance of a Claim or potential Claim.

Notice to Arkansas, Louisiana, Maryland, Minnesota, New Mexico and Ohio Applicants: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false, fraudulent or deceptive statement is, or may be found to be, guilty of insurance fraud, which is a crime, and may be subject to civil fines and criminal penalties.

Notice to Colorado Applicants: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory agencies.

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Notice to Florida and Oklahoma Applicants: Any person who, knowingly and with intent to injure, defraud or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information is guilty of: a felony (in Oklahoma) or a felony of the third degree (in Florida).

July 9, 2007, Item # 2

Mr. Bill Holmes, Executive Director of the Mississippi Coast Coliseum, and Dr. Steve Holley, Financial Consultant, appeared before the Board to explain deletion of certain items on the bid list for the expansion/renovation of the Mississippi Coast Coliseum Convention Center, including the second floor scheduled to house the Tourism Commission, due to a shortfall of funds resulting from Hurricane Katrina's aftermath. The new proposed plan is to construct a separate building connected to the convention center to house the Tourism Commission. The financial advisor will monitor revenues in the next coming months and prepare the necessary documents for a supplemental bond issue to finance said project.

* * *

ORDINANCE NO. 0706HC159

Supervisor **MARLIN R. LADNER** moved the adoption of the following order:

AN ORDER CONCURRING WITH THE PLANNING COMMISSION TO APPROVE A ZONING MAP AMENDMENT. THE PROPERTY IS CURRENTLY ZONED AS AN A-1 (GENERAL AGRICULTURAL) DISTRICT. THE REQUEST IS TO CHANGE THE ZONING DISTRICT CLASSIFICATION TO THE FOLLOWING DISTRICTS: 209.2-ACRES TO R-1 (LOW DENSITY RESIDENTIAL), 129-ACRES TO R-2 (MEDIUM DENSITY RESIDENTIAL), AND 27.3-ACRES TO C-1 (NEIGHBORHOOD COMMERCIAL) DISTRICTS.

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is known as the "Hanson" property and is located north of 110, east of Hancock county, south of and adjacent to Kiln Delisle Rd. should be rezoned for the purpose of developing a mixed use development of approximately 800 single-family homes,1290 apartments and townhomes with a commercial district . The subject property ad valorem tax parcel numbers are 0110-30-043.000 and 0110-31-001.000. The case file number is 0706HC159

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That the Official Zoning Map of Harrison County Zoning Ordinance of the County of Harrison, adopted the 28th day of August, 2000, as amended, be and the same is hereby amended to provide that the following described property **be rezoned from its present classification of a A-1 (general agricultural) District. To the following districts: R-1(low density residential), R-2 (medium density residential) and C-1(neighborhood commercial) Districts.**

DESCRIPTION: 0110-300-043.000
SE 1/4 OF NW 1/4 LESS 1 1/2 ACS ON W SIDE TO FAYE SEC 30-7-13 & N 1/2SW 1/4 & SE 1/4 & SE 1/4 NE 1/4ALSO THAT PART OF NE1/4 OF NW1/4LYING S OF FAYE RD ALL PART OF SEC 30-7-13

0110-31-001.000
NE1/4 OF NE1/4 SEC 31-7-13

The subject property ad valorem tax parcel numbers are 0110-30-043.000 and 0110-31-001.000.

See attached site location map.

SECTION 2. For good cause being shown and the interest and welfare of Harrison County, the citizens thereof require that the said Ordinance be in full force and effect immediately upon its passage and enrolled as provided by law.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above forgoing Ordinance whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS	AYE
Supervisor LARRY BENEFIELD	AYE
Supervisor MARLIN LADNER	AYE
Supervisor WILLIAM MARTIN	ABSENT & EXCUSED
Supervisor CONNIE ROCKCO	AYE

The majority of the members present having voted in the affirmative, the motion was declared carried and the Order adopted on this the 9th day of July, 2007.

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 4a

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

AN ORDER OF THE HARRISON COUNTY BOARD OF SUPERVISORS ADJUDICATING AND DECLARING THE PROPERTY OWNED BY RICHARD S. HOBSON, SR., LOCATED AT 6453 FLORENCE ROAD, D'IBERVILLE, MISSISSIPPI 39540, PARCEL NO. 1206O-01-036.000, AS A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE CITIZENS OF HARRISON COUNTY AND PROVIDING NOTICE OF A PUBLIC HEARING TO DETERMINE WHETHER OR NOT HARRISON COUNTY SHOULD CLEAN THE PROPERTY AND ASSESS COST TO THE PROPERTY OWNER; AND RICHARD S. HOBSON, SR.'S FAILURE TO APPEAR AT THE HEARING HELD ON JULY 9, 2007, AND FOR RELATED PURPOSES.

WHEREAS, on June 4, 2007, the Harrison County Board of Supervisors found that the property owned by Richard S. Hobson, Sr., located at 6453 Florence Road, D'Iberville, MS 39540, was in such a state of uncleanliness as to be a menace to the public health, safety and the community; and

WHEREAS, notice by registered mail, return receipt requested, receipted by addressee only, was sent to Richard Hobson, Sr., 6453 Florence Road, D'Iberville, MS 39540, that a public hearing would be held on the 9th day of July, 2007, at 10 a.m., for the purpose of determining whether or not the property located at 6453 Florence Road, D'Iberville, MS 39540; Parcel No. 1206O-01-036.000, was in such a state of uncleanliness as to be a menace to the public health and safety of the community that it should be cleaned with the cost of same being assessed to the property owner in an amount not to exceed $10,000.

WHEREAS, on July 9, 2007, the Board found that due to the Richard S. Hobson, Sr.'s failure to appear at the July 9, 2007 hearing, or respond to any correspondence of the Board, the Board Attorney was authorized to renotify Mr. Hobson by personal service of process that the above property remains a menace to the public health and safety of the community and should be cleaned.

NOW THEREFORE, BE IT ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI AS FOLLOWS:

SECTION I. The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION II. Upon the adoption of this Order, a public hearing shall be held on the 13th day of August 2007, at 10 a.m. in the Meeting Room of the Harrison County Board of Supervisors at the Second Judicial District Courthouse in the City of Biloxi, Mississippi, to consider whether or not the property owned by Richard S. Hobson, Sr., located at 6453 Florence Road, D'Iberville, MS 39540, Parcel No. 1206O-01-036.000, remains in such a state of uncleanliness as to be a menace to the public health and safety of the community requiring that it be cleaned, with the cost of same being assessed to the property in an amount not to exceed $10,000.

SECTION III. That a certified copy of this Order shall be served on Richard Hobson, Sr., at 6453 Florence Road, D'Iberville, MS 39540, advising him of this hearing and that he will have an opportunity to appear and present evidence as he sees fit.

SECTION III. That failure of Richard S. Hobson, Sr. to appear at the hearing scheduled for August 13, 2007, will result in the Board authorizing cleanup of the property, with the cost of same being assessed to the property in an amount not to exceed $10,000.

Supervisor **CONNIE M. ROCKCO** seconded the Motion to adopt the above and foregoing Order whereupon the question was put to a vote with the following results:

Supervisor LARRY BENEFIELD voted	AYE
Supervisor WILLIAM MARTIN voted	(ABSENT & EXCUSED)
Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor MARLIN LADNER voted	AYE
Supervisor CONNIE ROCKCO voted	AYE

The majority of the members present having voted in the affirmative, the Motion was declared carried, and the Order adopted on this the 9th day of July 2007.

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 4b

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

AN ORDER OF THE HARRISON COUNTY BOARD OF SUPERVISORS ADJUDICATING AND DECLARING THE PROPERTY OWNED BY STUART AND PAMELA WALTMAN, LOCATED AT CHEYENNE ROAD, PASS CHRISTIAN, MISSISSIPPI 39571, PARCEL NO. 0107P-01-003.000 TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE CITIZENS OF HARRISON COUNTY AND PROVIDING NOTICE VIA REGISTERED MAIL OF A PUBLIC HEARING FOR THE PURPOSE OF DETERMINING WHETHER OR NOT HARRISON COUNTY SHOULD CLEAN THE PROPERTY AND ASSESS COST TO THE PROPERTY OWNER; AND THE WALTMANS' FAILURE TO APPEAR AT SAID HEARING, AND FOR RELATED PURPOSES.

WHEREAS, on August 14, 2006, the Harrison County Board of Supervisors (hereafter "the Board") found that the property owned by Stuart and Pamela Waltman located at 32184 Cheyenne Road, Pass Christian, MS 39571, was in such a state of uncleanliness as to be a menace to the public health, safety and the community; and

WHEREAS, that notice by registered mail, return receipt requested, receipted by addressee only, along with a certified copy of the Order entered by the Board, was sent to Stuart and Pamela Waltman, P.O. Box 3916, Gulfport, MS 39505, informing them that a public hearing would be conducted on the 5th day of September, 2006, at 10 a.m., for the purpose of determining whether or not the property located at Cheyenne Road, Pass Christian, MS 39571, Parcel No. 0107P-01-003.000, was in such a state of uncleanliness as to be a menace to the public health and safety of the community; that it

should be cleaned with the cost of same being assessed to the property owner in an amount not to exceed $10,000; and

WHEREAS, on September 27, 2006, the Board found that renotice by registered mail, return receipt requested, receipted by addressee only, be sent to Stuart and Pamela Waltman, P.O. Box 3916, Gulfport, MS 39505; that a public hearing would be conducted on the 6th day of November, 2006, at 10 a.m., for the purpose of determining whether or not the property located at Cheyenne Road, Pass Christian, MS 39571, Parcel No. 0107P-01-003.000, was in such a state of uncleanliness as to be a menace to the public health and safety of the community; that it should be cleaned with the cost of same being assessed to the property owner in an amount not to exceed $10,000; and

WHEREAS, on July 9, 2007, the Board found that due to the Waltmans' failure to appear at either hearing, or respond to any correspondence of the Board, the Board Attorney was hereby authorized to renotify Mr. and Mrs. Waltman by personal service of process that the above property remains a menace to the public health and safety of the community and should be cleaned.

NOW THEREFORE, BE IT ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI AS FOLLOWS:

SECTION I: upon the adoption of this Order, a public hearing shall be held on the 6th day of August 2007, at 10 a.m. in the Meeting Room of the Harrison County Board of Supervisors at the

Courthouse in the City of Gulfport, Mississippi, to consider whether or not the property owned by Stuart and Pamela Waltman, located at Cheyenne Road, Pass Christian, MS 39571, Parcel No. 0107P-01-003.000, is in such a state of uncleanliness as to be a menace to the public health and safety of the community requiring that it be cleaned, with the cost of same being assessed to the property in an amount not to exceed $10,000.

SECTION II: That a notice of this public hearing shall be personally served on Stuart and Pamela Waltman, at 32184 Cheyenne Road, Pass Christian, Mississippi, advising them of this hearing and that they will have an opportunity to appear and present evidence as they may see fit.

SECTION III. That failure of the Waltmans to appear at the hearing scheduled for August 6, 2007, will result in the Board authorizing cleanup of the property, with the cost of same being assessed to the property in an amount not to exceed $10,000.

Supervisor **CONNIE M. ROCKCO** seconded the Motion to adopt the above and foregoing Order whereupon the President put the question to a vote with the following results:

Supervisor CONNIE ROCKCO voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN ELEUTERIUS voted	AYE
Supervisor MARLIN LADNER voted	AYE
Supervisor WILLIAM MARTIN voted	(ABSENT & EXCUSED)

The majority of the members present having voted in the affirmative, the President then declared the Motion carried and the Order adopted on this the 9th day of July 2007.

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 5

Supervisor **BOBBY ELEUTERIUS** moved the adoption of the following Order:

AN ORDER OF THE HARRISON COUNTY BOARD OF SUPERVISORS ADJUDICATING AND DECLARING THE PROPERTY OWNED BY KENNETH AND MICHELLE PRINCE, LOCATED AT 15184 SHADOW CREEK DRIVE, BILOXI MISSISSIPPI 39532, PARCEL NO. 1106-22-012.045 AS A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE CITIZENS OF HARRISON COUNTY AND PROVIDING NOTICE OF A PUBLIC HEARING FOR THE 13TH DAY OF AUGUST, 2007, AT 10:30 A.M. TO DETERMINE WHETHER OR NOT HARRISON COUNTY SHOULD CLEAN THE PROPERTY AND ASSESS COST TO THE PROPERTY OWNER, AND FOR RELATED PURPOSES.

WHEREAS, on July 9, 2007, the Harrison County Board of Supervisors found that the property owned by Kenneth and Michelle Prince, located at 15184 Shadow Creek Drive, Biloxi, MS 39532, Parcel No. 1106-22-012.045 was in such a state of uncleanliness as to be a menace to the public health, safety and the community; and

WHEREAS, the Board finds that notice by registered mail, return receipt requested, receipted by addressee only, be sent to Kenneth and Michelle Prince at 15184 Shadow Creek Drive, Biloxi, MS 39532, that a public hearing will be conducted on the 13th day of August, 2007, at 10:30 a.m., for the purpose of determining whether or not the property located at 15184 Shadow Creek Drive, Biloxi, MS 39532, Parcel No. 1106-22-012.045, is in such a state of uncleanliness as to be a menace to the public health and safety of the community that it should be cleaned with the cost of same being assessed to the property owner in an amount not to exceed $10,000.

NOW THEREFORE, BE IT ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI AS FOLLOWS:

SECTION I. The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION II: upon the adoption of this Order, a public hearing shall be held on the 13th day of August, 2007, at 10:30 a.m. in the Meeting Room of the Harrison County Board of Supervisors at the Courthouse in the City of Biloxi, Mississippi, to consider whether or not the property owned by Kenneth and Michelle Prince, located at 15184 Shadow Creek Drive, Biloxi, MS 39532, Parcel No. 1106-22-012.045 is in such a state of uncleanliness as to be a menace to the public health and safety of the community requiring that it be cleaned, with the cost of same being assessed to the property in an amount not to exceed $10,000.

SECTION III: That a notice of this public hearing shall be sent to Kenneth and Michelle Prince at 15184 Shadow Creek Drive, Biloxi, MS 39532, by United States Registered Mail, return receipt requested, receipted by addressee only, advising them of this hearing and that they will have an opportunity to appear and present evidence as they may see fit.

Supervisor **CONNIE M. ROCKCO** seconded the Motion to adopt the above and foregoing Order whereupon the question was put to a vote with the following results:

Supervisor LARRY BENEFIELD voted, AYE

Supervisor WILLIAM MARTIN voted, (ABSENT & EXCUSED)

Supervisor BOBBY ELEUTERIUS voted, AYE

Supervisor MARLIN LADNER voted, AYE

Supervisor CONNIE ROCKCO voted, AYE

The majority of the members present having voted in the affirmative, the Motion was declared carried, and the Order adopted on this the 9th day of July 2007.

July 9, 2007, Item # 6

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER ACKNOWLEDGING RECEIPT OF AND APPROVING PETITIONS FOR CHANGES TO THE 2006 REAL AND PERSONAL PROPERTY ROLLS, AS RECOMMENDED BY THE TAX ASSESSOR

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of and DOES HEREBY approve petitions for changes to the 2006 Real and Personal Property Rolls, as recommended by the Tax Assessor, which petitions follow this Order as **Exhibit A**.

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	(ABSENT & EXCUSED)
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

Petitions And Actions Taken by Board Of Supervisors and State Tax Commission

Run Date: 06/25/2007 THUR 07/03/2007

Property Type: R REAL Report Sequence: PARCEL NUMBER

PARCEL NUMBER / PPIN / Tax Year	OWNER NAME / Filed By / Remarks	Tax Dist	Land	Improve	Total	Change	BOS Approval
0110 -29-008.000	MORTGAGE ELECTRONIC REG S	3RW	4826	25492	30318		00/00/0000
PPIN: 090499	Filed By: T CHANGED	TO-->	4826	21412	26238	-4080	
Tax Year: 2006	Remarks: IMP 2 OF 2 DESTROYED BY KATRINA						
0302 -12-007.028	DOLDE RICHARD L	2M	4212	12107	16319		00/00/0000
PPIN: 115746	Filed By: T CHANGED	TO-->	2808	8071	10879	-5440	
Tax Year: 2006	Remarks: CLASS I						
0311D-05-008.000	HAMILTON MORRIS R & MARGA	3RW	6000	23829	29829		00/00/0000
PPIN: 066044	Filed By: T CHANGED	TO-->	6000	5093	11093	-18736	
Tax Year: 2006	Remarks: KATRINA DAMAGE						
0407 -32-003.000	ELIAS LOUIS NEWMAN & AMY	3M	3784	23904	27688		00/00/0000
PPIN: 077062	Filed By: T CHANGED	TO-->	2522	12271	14793	-12895	
Tax Year: 2006	Remarks: CLASS I						
0512G-01-009.000	RILEY JOHN M	3L	3000	12927	15927		00/00/0000
PPIN: 082398	Filed By: T CHANGED	TO-->	2000	8618	10618	-5309	
Tax Year: 2006	Remarks: CLASS I-HE DELETED IN ERROR						
0605B-01-036.000	COOK ROBERT LEROY & MELIS	2M	4950	22006	26956		00/00/0000
PPIN: 095705	Filed By: T CHANGED	TO-->	3300	14670	17970	-8986	
Tax Year: 2006	Remarks: CLASS I						
0611L-04-001.000	JONES BLDRS INC	3L	3190		3190		00/00/0000
PPIN: 037280	Filed By: T CHANGED	TO-->				-3190	
Tax Year: 2006	Remarks: EXEMPT-SOLD TO LONG BEACH SCHOOL DISTRICT						
0611D-01-031.000	MAGEE LYNNWOOD DALE JR	3L					00/00/0000
PPIN: 095500	Filed By: T CHANGED	TO-->					
Tax Year: 2006	Remarks: NO VALUE CHG/NAME CORRECTION ONLY TO MAGEE,MICHAEL O & PRENTISS						
0611D-01-031.001	MAGEE LYNNWOOD DALE JR	3L					00/00/0000
PPIN: 100471	Filed By: T CHANGED	TO-->					
Tax Year: 2006	Remarks: NO VALUE CHG/NAME CORRECTION ONLY TO MAGEE,MICHAEL O & PRENTISS						
0708J-01-003.012	GARRISON CHESTER P III &	2KWG	3000	17406	20406		00/00/0000
PPIN: 117839	Filed By: T CHANGED	TO-->	2000	11604	13604	-6802	
Tax Year: 2006	Remarks: CLASS I						
0711G-04-030.001	BIGGS RICHARD M & PAMELA	4G	1200	8070	9270		00/00/0000
PPIN: 127401	Filed By: T CHANGED	TO-->	800	5380	6180	-3090	
Tax Year: 2006	Remarks: CLASS I						
0711J-02-019.000	BROWN JUANITIA	4G	1688	6073	7761		00/00/0000
PPIN: 091153	Filed By: T CHANGED	TO-->	1688		1688	-6073	
Tax Year: 2006	Remarks: KATRINA DESTROYED						

EXHIBIT 4

Petitions And Actions Taken by Board Of Supervisors and State Tax Commission

Run Date: 06/25/2007 THUR 07/03/2007

Property Type: R REAL Report Sequence: PARCEL NUMBER

PARCEL NUMBER / PPIN / Tax Year	OWNER NAME / Filed By / Remarks	Tax Dist	Land	Improve	Total	Change	BOS Approval
081OP-02-060.000	COLE CONSTRUCTION INC	4G	1125	12569	13694		00/00/0000
PPIN: 030627	Filed By: T CHANGED TO-->					-13694	
Tax Year: 2006	Remarks: EXEMPT-SOLD TO SOUTHERN DISTRICT OF THE CHRISTIAN & MISSIONARY ALLIANCE						
081OP-02-061.000	HAYNES JAMES H & WF	4G	1856		1856		00/00/0000
PPIN: 021783	Filed By: T CHANGED TO-->					-1856	
Tax Year: 2006	Remarks: EXEMPT-SOLD TO SOUTHERN DISTRICT OF THE CHRISTIAN & MISSIONARY ALLIANCE						
091OH-01-016.000	LADNER BLAYNE	2G	6375	713	7088		00/00/0000
PPIN: 021585	Filed By: T CHANGED TO-->		6375		6375	-713	
Tax Year: 2006	Remarks: KATRINA DESTROYED						
111OK-01-001.048	TURNIER JOSHUA & BOBBI JO	5B	5250	20384	25634		00/00/0000
PPIN: 002117	Filed By: T CHANGED TO-->		3500	13589	17089	-8545	
Tax Year: 2006	Remarks: CLASS I						
1309G-03-048.035	HUNTER WILLIAM F	1DW	3000	6985	9985		00/00/0000
PPIN: 107997	Filed By: T CHANGED TO-->		2000	4657	6657	-3328	
Tax Year: 2006	Remarks: CLASS I						
REAL PROPERTY TOTAL	TOTAL INCREASE						
	TOTAL DECREASE		-9466	-74531	-83997	-83997	
FINAL REAL TOTALS	TOTAL INCREASE						
	TOTAL DECREASE		-9466	-74531	-83997	-83997	
FINAL PERSONAL TOTALS	TOTAL INCREASE						
	TOTAL DECREASE						

Petitions And Actions Taken by Board Of Supervisors and State Tax Commission

Run Date: 06/25/2007 THUR 07/03/2007

Property Type: P PERSONAL Report Sequence: OWNER NAME

OWNER NAME / PPIN NUMBER	Tax Dist	Col 1	Col 2	Col 3	Col 4	Total	Change	BOS Approval
CELLULAR SO EQUIP LE 19835	P	4234				4234		00/00/0000
PARCEL: L Filed By: T CHANGED TO-->							-4234	
Tax Year: 2006 Remarks: ERRONEOUSLY ASSESSED W/LEASED EQUIP								
CELLULAR SOUTH EQUIP 20154	L	318				318		00/00/0000
PARCEL: L Filed By: T CHANGED TO-->							-318	
Tax Year: 2006 Remarks: ERRONEOUSLY ASSESSED W/LEASED EQUIP								
CELLULAR SOUTH EQUIP 20147	DW	5166				5166		00/00/0000
PARCEL: L Filed By: T CHANGED TO-->							-5166	
Tax Year: 2006 Remarks: ERRONEOUSLY ASSESSED W/LEASED EQUIP								
CELLULAR SOUTH EQUIP 20159	G					5734		00/00/0000
PARCEL: L Filed By: T CHANGED TO-->							-5734	
Tax Year: 2006 Remarks: ERRONEOUSLY ASSESSED W/LEASED EQUIP								
CROSBY & ASSOCIATES 16985	BA	2318				2318		00/00/0000
PARCEL: 1107-P-01-021-000 Filed By: T CHANGED TO-->							-2318	
Tax Year: 2006 Remarks: BUSINESS OOB								
GULF WELDING & TRAWL 10155	G	408				2956		00/00/0000
PARCEL: 0811-E-02-041-000 Filed By: T CHANGED TO-->							-2956	
Tax Year: 2006 Remarks: BUSINESS CLOSED SINCE KATRINA								
SOUTHERN SUPPLIES CO 9767	B	4876			10612	15488		00/00/0000
PARCEL: 1410-I-05-023-000 Filed By: T CHANGED TO-->							-15488	
Tax Year: 2006 Remarks: BUSINESS CLOSED SINCE KATRINA								
TRENDZ GIFT GALLERY 20819	G	1376			10890	12266		00/00/0000
PARCEL: 0809-A-01-019-000 Filed By: T CHANGED TO-->							-12266	
Tax Year: 2006 Remarks: KATRINA OOB								
PERSONAL PROPERTY TOTAL TOTAL INCREASE								
TOTAL DECREASE		-18696			-21502	-48480	-48480	
FINAL PERSONAL TOTALS TOTAL INCREASE								
TOTAL DECREASE		-18696			-21502	-48480	-48480	

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 7

Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

ORDER APPROVING REDUCTION IN ASSESSMENT OF REAL AND PERSONAL PROPERTY FOR VARIOUS YEARS, AS RECOMMENDED BY THE TAX ASSESSOR, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE reduction in assessment of Real and Personal Property for various years, as recommended by the Tax Assessor, as listed:

1. 0910H-01-016.000, Ladner, Blayne 2005

2. 1110K-01-001.048, Turnier, Joshua 2005

3. 003813, Florance Apartments 2005

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	(ABSENT & EXCUSED)
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

July 9, 2007, Item # 8

Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

ORDER ACKNOWLEDGING RECEIPT OF VARIOUS CHECKS AND CASH TOTALING $315.00 RECEIVED BY THE TAX ASSESSOR AS FEES COLLECTED FOR COPIES OF MAPS AND REAL PROPERTY DATA RELEASED FOR THE MONTH OF JUNE 2007 TO BE DEPOSITED IN THE HARRISON COUNTY GENERAL FUND

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of various checks and cash totaling $315.00 received by the Tax Assessor as fees collected for copies of maps and Real Property data released for the month of June 2007 to be deposited in the Harrison County General Fund.

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	(ABSENT & EXCUSED)
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

July 9, 2007, Item # 9

Robert G. Bailey, Deputy Director, E-911 Commission, appeared before the Board to present a list of Southern Linc equipment allocation in the event of an emergency situation. The radios are preprogrammed, re-charged every month and prepackaged for quick distribution.

Mr. Bailey also gave a status report on damaged courthouse communication equipment.

After full discussion, Supervisor **MARLIN R. LADNER** moved adoption of the following:

ORDER AUTHORIZING ADVERTISEMENT FOR THE REPAIR AND REPLACEMENT OF DAMAGED EMERGENCY MANAGEMENT ANTENNA TOWERS AND COMMUNICATION EQUIPMENT AT THE GULFPORT COURTHOUSE

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE advertisement for the repair and replacement of damaged Emergency Management antenna towers and communication equipment at the Gulfport Courthouse.

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	(ABSENT & EXCUSED)
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 10

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER ACCEPTING CHECK NO. 38829 FROM DAVID MOTOR & SCRAP CO. IN THE AMOUNT OF $681.40 AND APPROVING DEPOSIT TO THE PROPER ACCOUNT

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACCEPT check No. 38829 from David Motor & Scrap Co. in the amount of $681.40, and does HEREBY APPROVE deposit to the proper account.

Supervisor **MARLIN R. LADNER** 'seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	(ABSENT & EXCUSED)
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

July 9, 2007, Item # 11

Supervisor **MARLIN R. LADNER** moved adoption of the following:

ORDER ADJUDICATING THE BURIAL OF FIVE FARM ANIMALS IN SUPERVISOR'S VOTING DISTRICT TWO. VETERINARY CERTIFICATES ARE ON FILE WITH THE CLERK OF THE BOARD

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ADJUDICATE the burial of five farm animals in Supervisor's Voting District Two. Veterinary certificates are on file with the Clerk of the Board.

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	(ABSENT & EXCUSED)
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

July 9, 2007, Item # 12

Supervisor **MARLIN R. LADNER** moved adoption of the following:

ORDER ADJUDICATING OVERTIME IN THE ROAD DEPARTMENT, AS PER LIST ON FILE WITH THE CLERK OF THE BOARD, AND APPROVING SAID BUDGET AMENDMENT

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ADJUDICATE overtime in the Road Department, as per list on file with the Clerk of the Board, and DOES HEREBY approving said budget amendment.

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	(ABSENT & EXCUSED)
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

July 9, 2007, Item # 13

Supervisor **MARLIN R. LADNER** moved adoption of the following:

ORDER ACCEPTING RESIGNATIONS. AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACCEPT resignations. as listed:

Catherine Leatherwood, Road Department/Long Beach Work Center, Summer Worker, effective 6/19/07.

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	(ABSENT & EXCUSED)
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

July 9, 2007, Item # 14

Supervisor **MARLIN R. LADNER** moved adoption of the following:

ORDER CONCURRING WITH THE COUNTY ADMINISTRATOR ON EMPLOYMENT, AS LISTED AND ON FILE WITH THE PAYROLL CLERK AND PERSONNEL DEPARTMENT

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY CONCUR with the County Administrator on employment, as listed and on file with the Payroll Clerk and Personnel Department:

Shawnte R. Shaw, Transferring from Tax Collector's Office to Public Defender's Office, File Clerk, effective 6/29/07.

Levera Williams, Justice Court, Summer Grant Worker, effective 6/25/07.

Whitney Lang, Justice Court, Summer Grant Worker, effective 6/25/07.

Clinten Simon, Justice Court, Summer Grant Worker, effective 6/25/07.

Kaylen Veal, Human Resources, Summer Grant Worker, effective 6/25/07.

Shatara Woulard, Human Resources, Summer Grant Worker, effective 6/25/07.

Rashad Bennett, Good Deeds Community Civic Center, Summer Grant Worker, effective 6/25/07.

William Robinson, Good Deeds Community Civic Center, Summer Grant Worker, effective 6/25/07.

Solomon Shotwell, Good Deeds Community Civic Center, Summer Grant Worker, effective 6/25/07.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	(ABSENT & EXCUSED)
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

July 9, 2007, Item # 15

Supervisor **MARLIN R. LADNER** moved adoption of the following:

ORDER ACKNOWLEDGING RECEIPT OF RESIGNATIONS FOR THE HARRISON COUNTY SHERIFF'S DEPARTMENT, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of resignations for the Harrison County Sheriff's Department, as listed:

Paula Payne, Clerk, effective 6/29/07. (Retirement)

John Fluharty, Deputy, effective 6/28/07.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	(ABSENT & EXCUSED)
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

July 9, 2007, Item # 16

Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

ORDER CONCURRING WITH EMPLOYMENT FOR THE HARRISON COUNTY SHERIFF'S DEPARTMENT, AS LISTED, AND ON FILE WITH THE PAYROLL CLERK AND PERSONNEL DEPARTMENT

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY CONCUR with employment for the Harrison County Sheriff's Department, as listed, and on file with the Payroll Clerk and Personnel Department:

Charles Morrison, Deputy (Process), effective 7/2/07.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	(ABSENT & EXCUSED)
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

July 9, 2007, Item # 17

Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

ORDER CONCURRING WITH EMPLOYMENT CHANGES FOR THE HARRISON COUNTY SHERIFF'S DEPARTMENT, AS LISTED, AND ON FILE WITH THE PAYROLL CLERK AND PERSONNEL DEPARTMENT

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY CONCUR with employment changes for the Harrison County Sheriff's Department, as listed, and on file with the Payroll Clerk and Personnel Department:

Christopher A. Allen, Correctional Officer, six month increase, effective 6/1/07.

Stephanie N. Brumfield, Correctional Officer, six month increase, effective 6/18/07.

Jerry Holliman, Correctional Officer, six month increase, effective 6/16/07.

Latisha Moore, Officer ADC, six month increase, effective 7/2/07.

Ronald Roach, Officer ADC, six month increase, effective 7/2/07.

Monica Ross, Correctional Officer, six month increase, effective 6/18/07.

Dayo Smallman, Officer ADC, six month increase, effective 7/2/07.

Angela Umholtz, Officer ADC, six month increase, effective 6/18/07.

Shirley Wilkerson, Officer ADC, six month increase, effective 7/2/07.

Lisa Witkowski, Correctional Officer, six month increase, effective 6/18/07.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	(ABSENT & EXCUSED)
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

July 9, 2007, Item # 18

Supervisor **MARLIN R. LADNER** moved adoption of the following:

ORDER APPROVING PAYMENT FROM THE HARRISON COUNTY TORT ACCOUNT FOR ACCIDENT RELATED CLAIMS, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment from the Harrison County Tort Account for accident related claims, as listed:

$564.78 payable to Doris Kistler for automobile damage, as recommended by Safety Officer Kent Jones.

$210.00 payable to Lawrence Ballard for window damage, as recommended by Safety Officer Richard Quave.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	(ABSENT & EXCUSED)
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

July 9, 2007, Item # 19

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER APPROVING PAYMENT FROM THE HARRISON COUNTY TORT ACCOUNT TO ASSOCIATED ADJUSTERS FOR SERVICES RENDERED, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment from the Harrison County Tort Account to Associated Adjusters for services rendered, as listed;

$398.30 on claim of Marilyn Parrish.

$769.50 on claim of Jessie Williams.

$567.17 on claim of Johnny O'Bryant.

$539.70 on claim of James Farrow.

$612.22 on claim of Theresa Aucoin.

$288.00 on claim of John Boone.

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	(ABSENT & EXCUSED)
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

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MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 20

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER DENYING PAYMENT OF ACCIDENT RELATED CLAIM TO LARRY PARKER, IN THE AMOUNT OF $21,370.00 FOR MEDICAL TREATMENT

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY DENY payment of accident related claim to Larry Parker, in the amount of $21,370.00 for medical treatment.

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	(ABSENT & EXCUSED)
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 21

Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

ORDER APPROVING PAYMENT OF $29,734.39 TO THE MS PUBLIC ENTITY WORKERS' COMPENSATION TRUST FUND FOR PAYMENT OF JUNE 2007 CLAIMS

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment of $29,734.39 to the MS Public Entity Workers' Compensation Trust Fund for payment of June 2007 claims.

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	(ABSENT & EXCUSED)
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 22

Supervisor **MARLIN R. LADNER** moved adoption of the following:

ORDER SPREADING ON THE MINUTES THE LIST OF EMERGENCY PURCHASE ORDERS ISSUED BY THE PURCHASING DEPARTMENT FOR THE MONTH OF JUNE, 2007

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY SPREAD ON THE MINUTES the list of emergency purchase orders issued by the Purchasing Department for the month of June, 2007, which list follows this Order as **Exhibit A.**

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	(ABSENT & EXCUSED)
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

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EMERGENCY PURCHASE ORDERS ISSUED BY THE PURCHASING DEPARTMENT

FOR THE MONTH OF JUNE 2007

DATE	DEPARTMENT	VENDOR	AMOUNT	DESCRIPTION
06/05/07	CORRECTIONS	GULFPORT THERMO KING, INC.	$1,131.09	FOOD FREEZER NOT FREZING AT W/C CENTER
06/12/07	BLDG/GROUNDS MAINT.	SIEMEN'S BUILDING TECHNOLOGIES	$200.00	AIR CONDITIONER OUT AT BILOXI COURTHOUSE
06/13/07	PARK COMMISSION	HOME DEPOT CREDIT SERVICE	$399.00	AIR CONDITIONER AT WOOLMARKET BALLFIELD CONCESSION WENT OUT
06/18/07	SHERIFF ADMINISTRATION	MITCH WILLIAMS PAINT/TOWING	$150.00	TOWED 2002 DODGE P/U
06/18/07	SHERIFF ADMINISTRATION	MITCH WILLIAMS PAINT/TOWING	$150.00	CONFISCATED VEHICLE ON I-10 @ MILE MARKER 26
06/18/07	SHERIFF ADMINISTRATION	MITCH WILLIAMS PAINT/TOWING	$75.00	UNIT 137 BROKE DOWN AT 39TH 32ND ST
06/18/07	SHERIFF ADMINISTRATION	MITCH WILLIAMS PAINT/TOWING	$75.00	UNIT 242 BROKE DOWN @ HEWES AVE./PASS RD.
06/18/07	CORRECTIONS	ROTO ROOTER SEWER	$152.79	MAIN SEWER LINE STOPPED UP @ JAIL
06/18/07	CORRECTIONS	ROTO ROOTER SEWER	$500.97	AFTER HRS. CALL OUT FOR DRAINS IN CAFERTERIA
06/18/07	CORRECTIONS	ROTO ROOTER SEWER	$142.83	AFTER HRS. CALL BACK ON CLOGGED DRAINS.
06/18/07	CORRECTIONS	ROTO ROOTER SEWER	$257.79	CALLED ROTO ROOTER REGARDING DRAINS BACK UP IN MEDICAL @ JAIL

EXHIBIT A

06/19/07	COMMUNITY/CIVIC	LAROSA GLASS	$240.00	CATERER WORKING FUNCTION @ WEST HARRISON CIVIC CENTER BROKE GLASS DOOR
06/25/07	SHERIFF ADMINISTRATION	MOBILE VETERINARY	$300.00	INFECTION FROM INJURY ON NECK K-9 CHESTER
06/26/07	PARK COMMISSION	LINDSAY AIR CONDITIONING	$3,800.00	AIR CONDITIONER OUT AT THREE RIVERS BALLFIELD CONCESSION

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 23

Supervisor **MARLIN R. LADNER** moved adoption of the following:

ORDER SPREADING ON THE MINUTES THE LIST OF LOW QUOTES APPROVED BY THE PURCHASING DEPARTMENT FOR THE MONTH OF JUNE, 2007

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY SPREAD ON THE MINUTES the list of low quotes approved by the Purchasing Department for the month of June, 2007, which list follows this Order as **Exhibit A**.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	(ABSENT & EXCUSED)
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

(SUPERVISOR MARTIN PRESENT HEREAFTER)

Low Quotes Over $3,500.00
approved by the Purchasing Dept. June 01, 2007 through June 30, 2007

DATE	DEPT.	VENDOR	AMOUNT	DESCRIPTION
6/6/07	D'Iberville Work Center	Associated Food Equipment	$8,199.40	Refrig/Freezer, Ice Maker for D'Iberville Senior Center
6/6/07	D'Iberville Work Center	Bayside Furniture & Appliciance Inc.	$5,050.00	Washer/Dryer, Micro, Range, Dish, Hood for D'Iberville Senior Center
6/6/07	D'Iberville Work Center	Biloxi Paper Co.	$17,353.95	Folding & Stacking Chairs, Round tables for D'Iberville Senior Center
6/6/07	D'Iberville Work Center	Klassy Krafts Ceramics	$13,973.26	6 Kilns for D'Iberville Senior Center
6/18/07	D'Iberville Work Center	Grover Equipment	$5,037.00	40 Tables for D'Iberville Senior Center
6/25/07	Katrina	Puckett Rents (Div. of Puckett Machinery)	$4,750.00	Replace Saw Damaged at D'Iberville Work Center
6/27/07	Park Commission	Haynes Electric Company Inc.	$6,180.00	Replacement of Parking Lot Pole @ D'Iberville Sportsplex
6/27/07	Sheriff Administration	Mitch Williams Paint & Body	$6,141.37	Parts and Labor Repair for 2007 Crown Vic. Due to Accident

EXHIBIT A

The Sheriff's representative reported that 1,006 persons are currently housed in the Harrison County Jail Facilities and 129 at the Work Center. He also reported that the issue for funding of prisoners' transport vans has been resolved. No Board action was taken.

* * *

July 9, 2007, Item # 25

Supervisor **MARLIN R. LADNER** moved adoption of the following:

ORDER TAKING OFF THE TABLE AND APPROVING THE PURCHASE OF FOUR POLICE PACKAGE CHEVROLET TAHOES AT A COST OF $30,127.42 EACH (STATE CONTRACT CATALOG #070-61 POLICE VEHICLES) FROM ROGERS DABBS CHEVROLET, PAYABLE FROM FEDERAL MOTOR CARRIER GRANT #030-266-922

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY TAKE OFF THE TABLE and does HEREBY APPROVE the purchase of four police package Chevrolet Tahoes at a cost of $30,127.42 each (State contract catalog #070-61 police vehicles) from Rogers Dabbs Chevrolet, payable from Federal Motor Carrier Grant #030-266-922. (20% match to come from Federal Forfeiture Fund.)

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

July 9, 2007, Item # 26

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER APPROVING THE PURCHASE OF A KITCHEN FIRE SUPPRESSION SYSTEM FOR THE JAIL KITCHEN EXHAUST FROM THE LOW QUOTE SUBMITTED BY SAFETY SYSTEMS OF BILOXI, INC. IN THE AMOUNT OF $10,550.00, PAYABLE FROM 001-200-922

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the purchase of a kitchen fire suppression system for the jail kitchen exhaust from the low quote submitted by Safety Systems of Biloxi, Inc. in the amount of $10,550.00, payable from 001-200-922. (Using 10% of budget that was reinstated). The quotes follow this Order as **Exhibit A.**

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

SAFETY SYSTEMS OF BILOXI, INC.
10970 Old Hwy 67 - P.O. Drawer 6039 - D'Iberville MS 39540
Telephone: 228-392-2000 Fax: 228-392-5086
Toll Free: 1-800-549-7555
e-mail: safe-sys@netdoor.com

June 19, 2007

Harrison County Adult Detention Center
P.O. Box 1480
Gulfport, MS 39502

Attention: Mark McGowan

Dear Sir:

The Ansul systems in the Harrison County Adult Detention Center have become obsolete and do not meet current fire codes. These systems are not able to be brought up to code and must be replaced. In their current state, we would be unable to recharge them if needed or repair any damage that may occur.

The cost to replace the existing automatic fire suppression systems is **$10,550.00**. This excludes required electrical and alarm connections. All work will meet current NFPA codes and UL 300, the existing standard.

Safety Systems of Biloxi, Inc.

William Richardson

William Richardson, System Technician

EXHIBIT
A

Clark's Fire Protection

2215-A Ingalls Ave.
Pascagoula, MS 39567
Phone: (228) 762-4211

June 19, 2007

Harrison County Jail Systems
P.O. Box 1480
Gulfport, MS 39502

Attention: Lt. McGowen

Dear Sir:

We are pleased to quote on the installation of the automatic hood systems required at the Harrison County Jail Systems.

Our bid for this installation is : $13,250.00

Thank you for your consideration in this matter.

Clark's Fire Protection

Jerry Clark

Jerry Clark, Owner

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 27

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER APPROVING THE PURCHASE OF ONE UNIMAC UW60P3 INDUSTRIAL WASHER, INCLUDING INSTALLATION AND FREIGHT, FROM THE LOW QUOTE SUBMITTED BY COMMERCIAL & COIN LAUNDRY EQUIPMENT CO., INC. IN THE TOTAL AMOUNT OF $9,814.00, PAYABLE FROM 001-200-922

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the purchase of one UniMac UW60P3 industrial washer, including installation and freight, from the low quote submitted by Commercial & Coin Laundry Equipment Co., Inc. in the total amount of $9,814.00, payable from 001-200-922 (using 10% of budget that was reinstated). The quotes follow this Order as **Exhibit A**.

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

Commercial & Coin Laundry Equipment Company, Inc.

Offices & Warehouse: 1626 Tradewinds Drive, Gulf Breeze, FL 32563 800-366-4168

Paul Weintritt
Commercial / Industrial Laundry Specialist
paulweintritt@bellsouth.net

850-380-1039 direct line
601-528-1901 direct line
866-249-2072 fax (toll free)

CUSTOMER ID:

DATE: June 20, 2007

Ship To: Harrison County Jail
Address: Loraine Rd.
City: Gulfport, MS
Phone: 228-896-0639
Fax: 228-896-0641
Contact: Pat Meharg

Bill to: Please Advise
Address:
City:
Phone:
Fax:
Contact:

Quantity	Model	Description	Unit Price	Extended Price
1	UW60P3O	UniMac 60 lb. capacity, 3 speed, heavy duty industrial washer-extractor, with 39 cycle programmable control, 4 FastFill inlet valves, and Rapid JetSpray rinse. 208-240/60/3. Has 143 G-force extraction speed. List price is $11,574.00 less 25% government discount.		$8681.00
	INSTALLATION	Includes remove existing washer and dispose of or set aside. Uncrate, assemble, and rig new washer into laundry room on grade, with adequate access and clearance. Spot and level equipment. Bolt and grout to adequate concrete floor. Make ready for utility connections by others. Start-up, test, adjust, and provide training in proper operations and maintenance. Additional services, if any, will be invoiced at actual time and materials.		$443.00

This Quotation expires August 30, 2007
Lead time is approximately 4 to 5 weeks after receipt of order.
Delays or contract alterations by purchaser may result in additional charges.
TERMS: Balance due on delivery, net 30.
PARTS WARRANTY: 5 years on UniMac washer cylinder, frame, main-shaft, bearings, and seals. 3 years on other UniMac parts.
LABOR WARRANTY: 90 days provided by C.L.E.C.
*** Tax added to final invoice, unless resale or exempt certificate provided.**
TO PLACE ORDER: Please sign and date this quotation, and fax along with your purchase order to 866-249-2072.

Factory freight to warehouse	$	287.00
Delivery from warehouse	$	403.00
Subtotal	$	9814.00
* Sales Tax	$	EXEMPT
Contract Total	$	9814.00

EXHIBIT
A

SOUTHEASTERN LAUNDRY EQUIPMENT

1105 Shana Circle, Suite I, Marietta, GA., 30066 * 800.522.9274 & FAX @ 800.867.6073

Niki Rigdon

770.928-0080 office / 770.928.3263 Fax

6.20.2007

Pat Meharg
Harrison County Jail
Fax: 228-896-0632

Following is the equipment pricing you requested.

UniMac Model UW60P3 Industrial Grade Washer-Extractor

- P-series Programmable Microprocessor controls w/ wash formulas that can be fully modified = *versatile.*
- 60-pound capacity, 9.31 cubic foot basket, 1,229 pound net weight = *large capacity, heavy duty.*
- Self-diagnostics to aid in troubleshooting to reduce down time = *reduced cost of ownership.*
- *Four* water valve Rapid Filling System, 2 @ ¾ inch & 2 @ ½ inch for faster fill = *faster cycle times.*
- Rinse options including jet spray rinse = *faster cycle times.*
- Automatic flushing connections for (5) external supplies & controls signals for (8).
- 3-inch real time drain = *faster drain & cycle times.*
- Simple, low maintenance, v-belt drive *without* clutches, gears or transmission = *reliable, quite.*
- 3.5 - horsepower motor = *strong & durable.*
- Easy access bearing lubricating system = *longer life.*
- 3 - independently controlled water levels = *reduces overall water-sewage cost per load.*
- Fill to temperature for specific wash control = *less chemicals & cleaner cloths.*
- Fill to overflow rinse = *for removal of solids & thermal cool down of linens.*
- Thermal cool down for no-iron linen = *reduces wrinkling.*
- Auto startup so first load is washed & ready to dry at the beginning of next day = *more pounds.*
- Over night soak for optimal chemical performance to remove stains = *longer linen life.*
- 304 stainless steel exterior, shell, and basket without any painted exterior = *no rust or corrosion.*
- *Final high-speed extract* @ 561 rpm / 139 G's = *reduce drying time.*
- *Electric service:* 208-240 / 60 / 3 phase.
- *WARRANTY*: 3-years all parts, 5-years on the frame, basket, shaft, bearings & seal = *$$ Value.*

Price **$9,260.00**

Estimated installation/freight for (1) one washer $1,350.00

- Terms: Payment in full with Purchase Order and this signed sales agreement.
- Above Pricing does not include sales tax (if applicable).
- Installation includes receiving, delivery to job site, rig in place, bolt, level, and grout.
- All final connections to utilities by others.
- This quote is based on satisfactory concrete to support washer.
- Seller is not responsible for utilities under concrete.
- Adequate access and *all* utilities provided by others.
- **No modifications to existing utilities is included.**
- Credit Card payments are subject to a 3% transaction fee.
- Manufacturers' prices and taxes subject to change without notice.

Date _____ Initial _____

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 28

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER APPROVING CLAIMS DOCKET, PER STATUTE.

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE claims docket, per statute, as follows:

FUND	DESCRIPTION	BEGINNING CLAIM	ENDING CLAIM
001	GENERAL COUNTY	7133	7217
002	SPECIAL LEVY REAPP (ESCROW)	145	145
012	DRUG COURT	34	35
030	FEDERAL GRANT	253	255
061	RSVP FEDERAL	269	269
096	REAPPRAISAL FUND	47	50
097	EMERGENCY 911 FUND	240	248
098	PORT AND HARBOR	19	19
106	VOLUNTEER FIRE	356	356
110	RECORD MANAGEMENT FUND	29	29
113	PUBLIC SAFETY FUND	19	19
114	SHERIFF'S FORFEITURE FUND	68	68
127	H/C WASTEWATER FUND	26	26
150	ROAD FUND	1595	1625
156	ROAD PROTECTION FUND	377	383
160	BRIDGE & CULVERT FUND	152	155
170	HURRICANE FUND	224	224
200	MDB TAXABLE BONDS, SERIES 2005B	38	39

307	$15M MDB, 2004	34	34
655	REGIONAL AIRPORT	18	18
681	PAYROLL CLEARING FUND	372	379
690	COMMUNITY COLLEGE MAINT/SUPP	10	10
691	COMMUNITY COLLEGE SUPP/REPAIR	10	10
693	MGCCC BOND	10	10
696	GULFPORT WATER DISTRICT	10	10
697	LONG BEACH WATER MGT LB DRAIN	53	55
698	D'IBERVILLE W/S DISTRICT	10	10

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 29

Supervisor **CONNIE M. ROCKCO** moved adoption of the following:

ORDER ACKNOWLEDGING RECEIPT OF CHECK NO. 010294399 IN THE AMOUNT OF $4,546.50 FROM THE MISSISSIPPI STATE SUPREME COURT FOR REIMBURSEMENT FOR FUTURE HARRISON COUNTY VIDEO CONFERENCE EXPENSES

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of check no. 010294399 in the amount of $4,546.50 from the Mississippi State Supreme Court for reimbursement for future Harrison county Video Conference expenses. The funds are from the New York's USC Katrina Courts and Families Recovery Fund Grant.

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 30

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER APPROVING PAYROLL OF ELECTION WORKERS AND POLL WORKERS FOR THE AUGUST 7, 2007 PRIMARY AND AUGUST 28, 2007 RUNOFF ELECTIONS

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payroll of election workers and poll workers for the August 7, 2007 primary and August 28, 2007 runoff elections.

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

The following Resolution of the Harrison County Development Commission came before the Board for consideration:

There next came on for discussion the conveyance of certain real property located in the Bernard Bayou Industrial Park to LandQuest, LLC, and after a general discussion of the subject Commissioner Bennett, offered the following Resolution for adoption:

RESOLUTION

A RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION AUTHORIZING AND APPROVING THE SALE OF APPROXIMATELY FIVE (5.0) ACRES OF REAL PROPERTY SITUATED IN THE BERNARD BAYOU INDUSTRIAL PARK TO LANDQUEST, LLC, FOR THE PURPOSE OF CONSTRUCTING AND OPERATING A BRICK YARD AND WAREHOUSE, WITH SUCH PURCHASE BEING IN ACCORDANCE WITH THE REAL ESTATE PURCHASE AGREEMENT ATTACHED HERETO AS EXHIBIT "B", AND HAVING A PURCHASE PRICE OF NINETY THOUSAND DOLLARS ($90,000.00) PER ACRE; AND REQUESTING THE HARRISON COUNTY BOARD OF SUPERVISORS TO CONCUR IN THIS RESOLUTION AND TO JOIN IN THE CONVEYANCE OF SAID REAL PROPERTY.

BE IT RESOLVED by the Harrison County Development Commission that:

WHEREAS, at the special meeting of June 26, 2007, this Commission considered the offer of LandQuest, LLC, to purchase approximately five (5.0) acres of real property situated in the Bernard Bayou Industrial Park, which is more particularly described in Exhibit "A", for the purpose of constructing and operating a brick yard and warehouse, for the amount of NINETY THOUSAND DOLLARS ($90,000.00) per acre; and

WHEREAS this Commission does find and does so adjudicate that it would be in the public's interest to sell said parcel of real property situated in the Bernard Bayou Industrial Park to LandQuest, LLC, for the purpose of constructing and operating a brick yard and warehouse, which such purchase being in accordance with the real estate purchase agreement attached hereto as Exhibit "B", and having a purchase price of NINETY THOUSAND DOLLARS ($90,000.00) per acre; and

WHEREAS, the Harrison County Development Commission does find and adjudicate is a fair and reasonable price for said property, and that the terms of said purchase are fair and reasonable and ensure that the conveyance contemplated therein shall be in furtherance of the goals and purposes of the Harrison County Development Commission as articulated in Mississippi Code § 59-9-1, et seq.; and

WHEREAS, the Harrison County Board of Supervisors should be requested to concur herein and to join in the conveyance of said real property and the execution of the Special Warranty Deed in substantial conformity to the document attached hereto as Exhibit "C". Now, therefore,

BE IT RESOLVED, that the Harrison County Development Commission does find and adjudicate that it would be in the public interest to sell approximately five (5.0) acres of real property situated in The Bernard Bayou Industrial Park to LandQuest, LLC, for the purpose of constructing and operating a brick yard and warehouse, with such sale being in accordance with the Real Estate Purchase Agreement attached hereto as Exhibit "B", and having a purchase price of NINETY THOUSAND DOLLARS ($90,000.00) per acre;

RESOLVED FURTHER, that the President and Secretary of the Harrison County Development Commission are hereby authorized and directed to execute a Special Warranty Deed in substantial conformity to the document attached to this Resolution as Exhibit "C";

RESOLVED FURTHER, that the Harrison County Board of Supervisors is hereby requested to concur in this Resolution and to join in the conveyance and execution of the Special Warranty Deed in substantial conformity to the document attached hereto as Exhibit "B".

On a roll call vote, the result was as follows:

Commissioner Johnny Atherton	Voted: Absent
Commissioner Sharon Bentz	Voted: Yea

Commissioner Richard Bennett, Jr.	Voted: Yea
Commissioner Frank Castiglia, Jr., President	Voted: Yea
Commissioner Warren Conway	Voted: Yea
Commissioner Alicia Ellis	Voted: Yea
Commissioner Brian Gollott	Voted: Absent
Commissioner Sam LaRosa	Voted: Yea
Commissioner Jim Brashier	Voted: Absent
Commissioner Sara Miller	Voted: Yea
Commissioner Mark Schloegel	Voted: Absent
Commissioner Jimmy Walker	Voted: Yea

A majority of the Members present and having voted in the affirmative, the President declared the motion carried and the resolution adopted on the 26th day of June, 2007.

CERTIFICATE

I, John Atherton, Secretary of the Harrison County Development Commission, hereby certify that the foregoing Resolution dated June 26, 2007, is a true and correct copy of such Resolution adopted on such date.

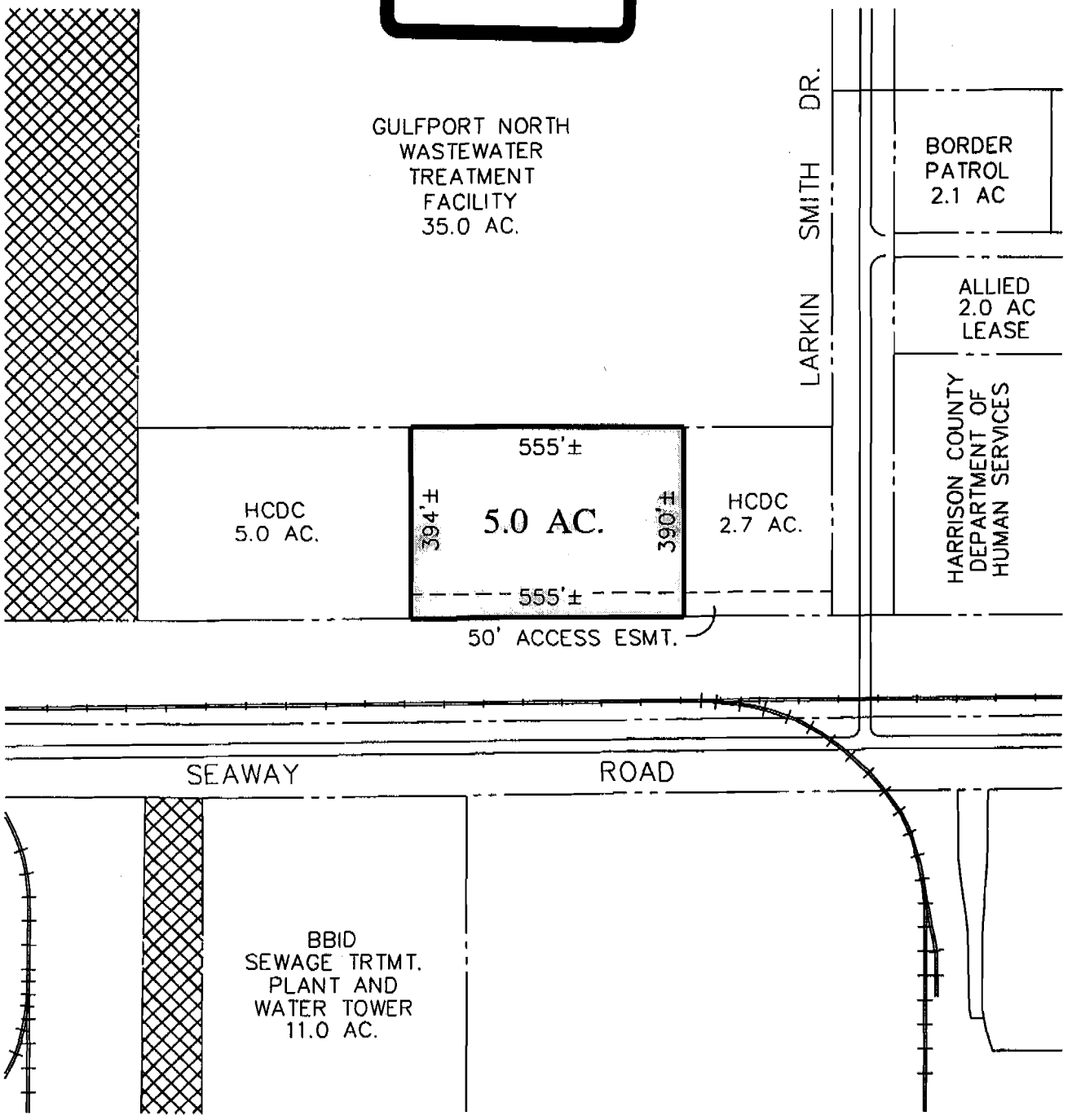
WITNESS MY SIGNATURE, this 5th day of July, 2007.

John Atherton, Secretary
Harrison County Development Commission

EXHIBIT

tabbies

A



HCDC

Harrison County Development Commission

Moving the Mississippi Gulf Coast Forward

12292 Intraplex Parkway, Gulfport, Mississippi
39503 Tel: (228) 896-5020 Fax: (228) 896-6020
website: www.mscoast.org

5.0 AC. PROSPECT

PORT INTRAPLEX

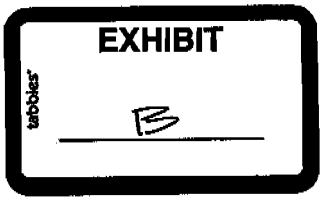
GULFPORT, MISSISSIPPI

PARCEL NOT SURVEYED, BASED ON OFFICE INFORMATION ONLY.

1"=300'

6/7/07
\0664\BBID\5.0AC-PROS

BROWN & MITCHELL, INC.
Engineers & Environmental Consultants



REAL ESTATE PURCHASE OFFER

This is an offer by and between the HARRISON COUNTY DEVELOPMENT COMMISSION, acting for and on behalf of HARRISON COUNTY, MISSISSIPPI, (hereinafter referred to as "Seller", and LandQuest, LLC, (hereinafter referred to as "Buyers"). **UPON BEING APPROVED BY THE BOARD OF SUPERVISORS THIS OFFER SHALL BECOME A CONTRACT TO PURCHASE AND SHALL BE BINDING ON ALL PARTIES.**

WHEREAS, Seller owns certain real property which Seller desires to sell to Buyer and which Buyer wishes to purchase from Seller.

NOW, THEREFORE, in consideration of mutual promises, warranties and undertakings expressed herein, Seller and Buyer agree as follows:

1. AGREEMENT. Subject to the terms and conditions of this Offer, Seller shall sell to Buyer, and Buyer shall purchase from Seller, that certain tract of real property, located in Gulfport, Mississippi, and commonly known as a parcel of land described in Exhibit "A".

2. PURCHASE PRICE. The Purchase Price for the Property is $90,000 per acre (subject to an HCDC appraisal showing value at time of contract) for an estimated total purchase price of $450,000. Said Purchase Price shall be adjusted at closing to reflect the actual acreage conveyed and new appraised value. Said Purchase Price is to be paid in cash at closing.

3. PURPOSE. The above described land will be used for the specific purpose of a brick distribution yard and facility, and such conveyance shall contain a covenant providing that if the Purchaser fails to use the land for said purpose within one (1) year from the date of this sale, Seller shall have the option, but not the obligation to repurchase said land at the price paid in Section 2, above less any expenses incurred by Seller to repurchase said parcel.

4. DEPOSIT. Buyer has delivered to the Seller an amount equal to 10% of the purchase price stipulated in paragraph 2 above. In the event the transaction contemplated hereby closes as provided herein, the Deposit shall be paid to Seller at Closing with Buyer receiving a corresponding credit against the portion of the Purchase Price payable in cash at Closing. If the transaction fails to close due to operation of paragraph 10, or in the event that the Harrison County Development Commission and/or the Harrison County Board of Supervisors decline to approve the sale contemplated by this Offer, then the Deposit shall be disbursed to the Buyer. If the transaction otherwise fails to close due to Seller' inability or refusal to perform in breach hereof, the Buyer shall be entitled to the prompt return to it of the Deposit. Buyer shall have forty-five (45) days from the date of the Board of Supervisor's approval to complete their due diligence, and such period of time may be extended for a reasonable period of time for reasonable cause. Should Buyer find reasonable cause that would prohibit the use of the property and chose to terminate this contract, Buyer shall provide in writing their request to terminate contract within fifteen (15) days of discovery of the cause. Said deposit shall be returned in full by Seller in the case of reasonable cause.

5. EXPENSES AND PRORATION ITEMS. Each party shall bear its own internal costs including attorney's fees. Real estate taxes, utilities, and any other similar assessment affecting title to the Property shall be prorated as of the date of Closing. Recording fees to record the deed conveying title to the Property shall be paid by Seller.

6. BROKER. The Seller and Buyer warrant and represent to each other that no broker has assisted in the transaction contemplated by this Offer and that no broker is entitled to a commission upon closing or otherwise.

7. TITLE. At Closing, Seller will transfer title to the Property to Buyer by Special Warranty Deed free and clear of all liens and encumbrances other than covenants and easements of record, and in accordance with the Title Policy. Buyer shall take title as follows: LandQuest, LLC.

8. INDEMNIFICATION. The Purchaser shall protect and indemnify and hold harmless Harrison County and the Harrison County Board of Supervisors and the Harrison County Development Commission, its members, directors, officers, employees, agents, and any successors thereof from any and all loss, damages, suits, penalties, costs, liability, or expenses arising out of any claim for loss or damage to property, injuries to or death of persons, contamination of or adverse effect on the environment, or any violation of federal, state, or local environmental laws, ordinances, rules, or regulations, caused by or resulting from any hazardous materials, substance, gas, or liquid as defined by the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 4 8691, et seq., or other similar federal, state, or local law or ordinance in the rules or regulations promulgated thereof under which would necessitate response or remedial action under the aforesaid laws, ordinances, rules, or regulations, arising from the acts and/or omissions of Purchaser. These indemnifications and hold harmless obligations shall be in addition to any and all other remedies available to Seller.

9. SELLER REPRESENTATION. Seller knows of no hazardous substances on or under the property and, if any such information comes to the attention of Seller prior to closing, Seller will promptly notify purchaser in writing.

10. TITLE INSPECTIONS. Buyer at its option, within fifteen (15) days of the Effective Date hereof, may obtain title insurance commitment relating to the Property, together with copies of all recorded documents referred to in the commitment, committing to insure marketable fee simple title in Buyer, subject only to standard title insurance exceptions, any and all easements, rights-of-way of record, covenants, and/or other matters approved by Buyer as herein provided. Within fifteen (15) days after Buyer's receipt of the title commitment, Buyer shall give Seller notice of any exception to title to which Buyer objects. In the event that Seller is unable or unwilling to remove such objectionable exceptions at or before Closing, then to the exclusion of any other remedies which might otherwise be available to Buyer, Buyer shall either, at its election, (i) proceed to Closing, with no adjustment to Purchase Price, with the objectionable exception on title, or (ii) terminate this Offer and upon any such termination, excepting only the force and effect of those provisions of this Offer which by their express terms survive termination of this Offer, this Offer shall be terminated and of no further force or effect and the parties hereto shall have no further rights or obligations under this Offer and the Deposit together with any interest earned thereon shall be promptly paid to Buyer as Buyer's sole and exclusive remedy. Failure by Buyer to timely provide Seller with notice of objections to title as described above shall be deemed to be an acceptance by Buyer of any exceptions to title to any portion of the Property which may exist.

11. NOTICES. Any notices given under this Offer shall be in writing and, except as otherwise provided herein, shall be deemed given when received. Notices may be sent via facsimile transmission. If notice is sent by certified mail, postage prepaid, addressed to the following addresses, notice will be deemed received on the earlier of the date of actual receipt or five (5) days after its deposit with the U.S. Post office. Notices sent by mail shall be addressed to the following addresses:

If to Seller: Harrison County Development Commission
12292 Intraplex Parkway
Gulfport, Mississippi 39503
Telephone No.: (228) 896-5020

Fax No. (228) 896-6020

If to Buyer: LandQuest, LLC
Attn: James A. Thompson
Post Office Box 1569
Pelham, Alabama 35124

With a copy to: James David Mills
Post Office Box 10631
Birmingham, Alabama 35202-0631

12. EFFECTIVE DATE. The effective date of this Offer shall be on the date it is approved by the Harrison County Board of Supervisors. In the event that the Offer is executed on different dates, the date of execution shall be considered to be the date it was signed by the last party.

13. RESTRICTIVE COVENANTS. The use of the property to be conveyed pursuant to this Agreement shall be subject to the terms and conditions of the proposed restrictive covenants proposed to regulate N/A.

14. BUILDING APPROVAL. No building or other construction shall be erected or placed on any lot, or altered, until the complete construction plans and specifications have been submitted to the Engineering and Maintenance Committee of the Harrison County Development Commission (HCDC) and have been approved by the HCDC through its engineering firm for conformance with quality of workmanship and materials, harmony and external design and for compliance with these covenants, conditions, and restrictions. In the event HCDC fails to approve any application within thirty (30) days after plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to have been fully complied with.

15. DRAINAGE PLAN. A drainage plan prepared and certified by a registered professional engineer must be included in the construction drawings. Drainage plans shall provide for positive drainage to existing drainage ditches or structures and/or street right-of-ways and shall not be directed to adjacent property. Drainage ways shall conform to all requirements of all applicable governmental authorities, as in effect from time to time, and no storage, discharge, or drainage of water, waste, chemicals, or other residue shall be allowed except in strict compliance with all applicable governmental rules, regulations, and authorities, as in effect from time to time.

16. COVENANTS. The covenants and obligations of this Offer shall survive the execution of the Deed.

17. MISCELLANEOUS. This Offer supersedes all prior agreements between the parties with respect to the subject matter hereof. Headings are far convenience only and are not a part of this Offer. Any failure by any of the parties to comply with any of the obligations, agreement, or conditions set forth in this Offer may be waived by the other party, but any such waiver shall not be deemed a waiver of any other obligations or conditions contained in this Offer. A corporate officer signing this document on behalf of a corporate party warrants that he or she has full authority to sign this document. This Offer shall be construed and governed under the laws and jurisdiction of Mississippi. In interpreting this Offer, the presumption that Offers are to be construed against the drafter shall not be applicable. If any provision of this Offer is held to be illegal, invalid, or unenforceable, such provisions shall be severable and the remaining provisions of this Offer shall remain in full force and effect. If a lawsuit is filed with respect to this Offer, the prevailing party shall be entitled to collect all reasonable attorneys' fees and costs. This Offer may not be altered, amended, or modified except by written instrument signed by all parties. This Offer may be assigned by Buyer with the prior written consent of Seller and Seller's consent shall not be unreasonably withheld.

18. CLOSING. The sale of said property is to be closed within ninety (90) days of approval by the Harrison County Board of Supervisors.

19. APPROVALS. This Offer is conditioned upon approval of same by the Harrison County Development Commission and the Harrison County Board of Supervisors.

20. GOVERNING LAW. This Offer contains all of the agreements and representations between the parties. No change or modifications of this agreement shall be valid unless the same is in writing and signed by the Buyer and Seller.

21. SAVING CLAUSE. In the event any term or provision of this Offer should be determined to be illegal, unenforceable, or invalid, the remaining terms and provisions shall not be affected thereby and shall be read and construed as if such illegality, unenforceable, or invalid terms or provisions were not originally contained therein.

22. COUNTERPARTS. This agreement may be executed in counterparts.

The parties have hereunto set their hands with the intent to be legally bound as of the dates by their signature.

SELLER: HARRISON COUNTY DEVELOPMENT COMMISSION

By: _____ Date: _____

BUYER: LandQuest, LLC

By: _____ Date: _____

Its: _____

APPROVED:
Harrison County Development Commission _____
Harrison County Board of Supervisors _____

18. CLOSING. The sale of said property is to be closed within ninety (90) days of approval by the Harrison County Board of Supervisors.

19. APPROVALS. This Offer is conditioned upon approval of same by the Harrison County Development Commission and the Harrison County Board of Supervisors.

20. GOVERNING LAW. This Offer contains all of the agreements and representations between the parties. No change or modifications of this agreement shall be valid unless the same is in writing and signed by the Buyer and Seller.

21. SAVING CLAUSE. In the event any term or provision of this Offer should be determined to be illegal, unenforceable, or invalid, the remaining terms and provisions shall not be affected thereby and shall be read and construed as if such illegality, unenforceable, or invalid terms or provisions were not originally contained therein.

22. COUNTERPARTS. This agreement may be executed in counterparts.

The parties have hereunto set their hands with the intent to be legally bound as of the dates by their signature.

SELLER: HARRISON COUNTY DEVELOPMENT COMMISSION

By: _____ Date: _____

BUYER: LandQuest, LLC

By: _____ Date: 6/25/07

Its: Managing Member

APPROVED:
Harrison County Development Commission _____
Harrison County Board of Supervisors _____

LEGAL DESCRIPTION:

A parcel of land located in the SW 1/4 of the NE 1/4 of Section 14, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at the northeast corner of said Section 14; thence S 00°10'00" E 1152.97 feet along the east line of said Section 14; thence S 89°51'09" W 1446.51 feet to the northeast corner of property now or formerly to Harrison County Wastewater and Solid Waste Management District (H.C.W.&S.W.M.D.) (Warranty Deed Book 1322, Pages 303–305); thence S 00°08'51" E 440.02 feet to a point located on the west right–of–way of Larkin Smith Drive; thence continue S 00°08'51" E 650.46 feet along said west right–of–way of Larkin Smith Drive to the southeast corner of property now or formerly to H.C.W.&S.W.M.D., thence S 89°51'09" W 103.02 feet along south boundary of said property now or formerly to H.C.W.&S.W.M.D. to the Point of Beginning. thence S 00°52'45" E 313.98 feet; thence S 89°56'13" W 614.12 feet; thence N 00°52'45" W 29.00 feet; thence S 89°56'13" W 89.01 feet; thence N 00°52'45" W 283.94 feet to a point located on said south boundary of property now or formerly to H.C.W.&S.W.M.D.; thence N 89°51'09" E 703.11 feet along said south boundary of property now or formerly to H.C.W.&S.W.M.D. to the Point of Beginning. Said parcel of land contains 5,000 acres, more or less.

The above parcel is subject to a 10 foot drainage and utility easement along the south boundary.

The above described parcel is subject to a 7.5 foot drainage and utility easement along the east and west boundaries.

the above described parcel is subject to a 15 foot drainage and utility easement along the north boundary.

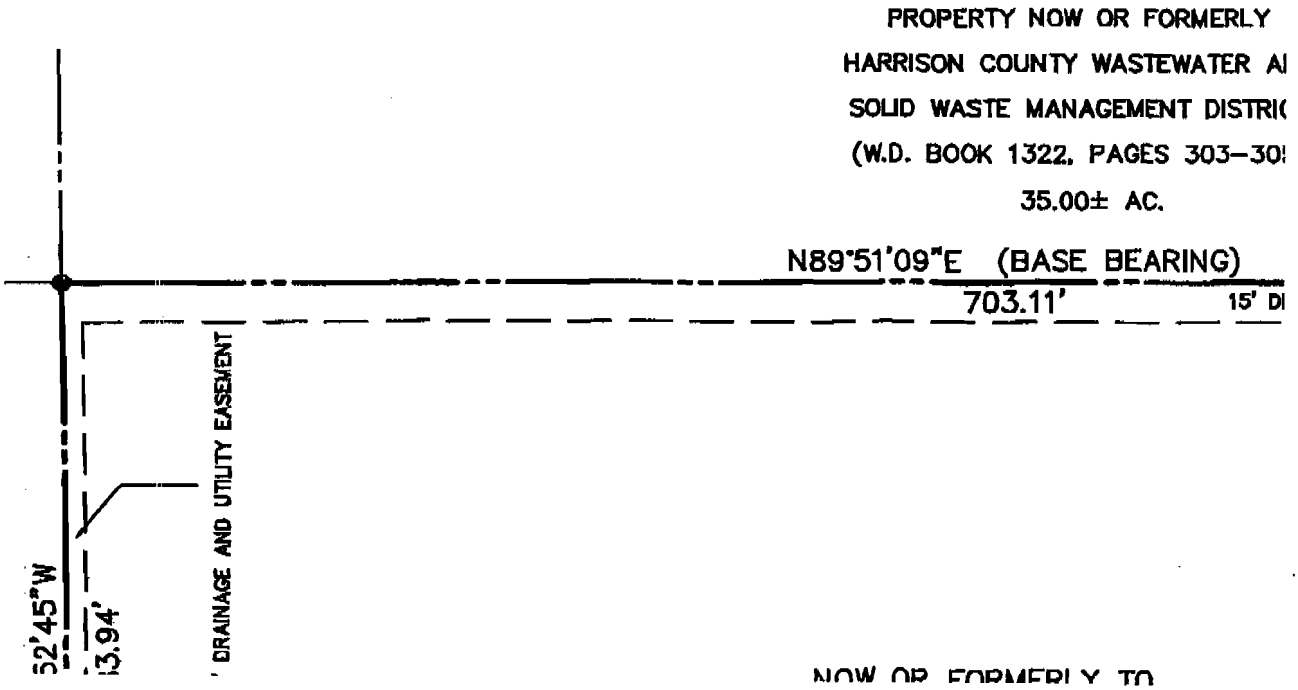


EXHIBIT A

Return To:
Prepared By:
James C. Simpson, Jr.
Montgomery Barnett
2310 19th Street
Gulfport, MS 39501
(228)863-6534

Indexing Instructions:

Harrison County, 1st Judicial District

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED FIFTY THOUSAND ($450,000.00) dollars, cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, **HARRISON COUNTY DEVELOPMENT COMMISSION,** 12292 Intraplex Parkway, Gulfport, Mississippi, 39502 (228-896-5020), acting for and on behalf of the HARRISON COUNTY BOARD OF SUPERVISORS, and the **HARRISON COUNTY BOARD OF SUPERVISORS,** Harrison County Courthouse, Gulfport, Mississippi 39502 (228-865-4001), and jointly acting for and on behalf of **HARRISON COUNTY, MISSISSIPPI,** as Grantors, do hereby sell, convey and specially warrant unto LANDQUEST, LLC, as Grantee, the following described property situated in the First Judicial District of Harrison County, Mississippi, to-wit:

SEE ATTACHED EXHIBIT "A" HERETO.

Ad valorem taxes, if any, for the current year are prorated and assumed by the Grantee.

This conveyance is subject to all restrictive covenants and easements of record.

The above described real property shall be used for the purpose of constructing and operating a brick yard and warehouse, and if the Grantee fails to use the land for said purpose within one year from the date of the sale. Sellers have the option, but not the obligation, to repurchase such land at the purchase price as stated above.

Witness my signature on this 5th day of July, 2007.

HARRISON COUNTY DEVELOPMENT COMMISSION

BY: Richard Bennett
Richard Bennett, President

ATTEST:

John Atherton, Secretary

HARRISON COUNTY BOARD OF SUPERVISORS

BY: _____
Larry Benefield, President

ATTEST:

_____
John McAdams, Chancery Clerk

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the 5th day of July, 2007, the undersigned authority in and for the County and State aforesaid, the within named Richard Bennett, President, and John W. Atherton, Secretary, of the Harrison County Development Commission, a public entity of the State of Mississippi, and who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Development Commission, they having full authority to do so.

WITNESS my hand and official seal of office on this the 5th day of July, 2007.

Marcia A Crawford

NOTARY PUBLIC

My Commission Expires:

Notary Public State of Mississippi At Large
My Commission Expires: November 3, 2009
Bonded Thru Helden, Brooks & Garland, Inc.

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the _____ day of _____, 2007, the undersigned authority in and for the County and State aforesaid, the within named John McAdams, Chancery Clerk of Harrison County, Mississippi and Larry Benefield, President of the Harrison County Board of Supervisors a public entity of the State of Mississippi, and who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Board of Supervisors, they having fully authority to do so.

WITNESS my hand and official seal of office on this the ____ day of _____, 2007.

NOTARY PUBLIC

My Commission Expires:

LEGAL DESCRIPTION:

A parcel of land located in the SW 1/4 of the NE 1/4 of Section 14, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at the northeast corner of said Section 14; thence S 00°10'00" E 1152.97 feet along the east line of said Section 14; thence S 89°51'09" W 1446.51 feet to the northeast corner of property now or formerly to Harrison County Wastewater and Solid Waste Management District (H.C.W.&S.W.M.D.) (Warranty Deed Book 1322, Pages 303–305); thence S 00°08'51" E 440.02 feet to a point located on the west right–of–way of Larkin Smith Drive; thence continue S 00°08'51" E 650.46 feet along said west right–of–way of Larkin Smith Drive to the southeast corner of property now or formerly to H.C.W.&S.W.M.D., thence S 89°51'09" W 103.02 feet along south boundary of said property now or formerly to H.C.W.&S.W.M.D. to the Point of Beginning. thence S 00°52'45" E 313.98 feet; thence S 89°56'13" W 614.12 feet; thence N 00°52'45" W 29.00 feet; thence S 89°56'13" W 89.01 feet; thence N 00°52'45" W 283.94 feet to a point located on said south boundary of property now or formerly to H.C.W.&S.W.M.D.; thence N 89°51'09" E 703.11 feet along said south boundary of property now or formerly to H.C.W.&S.W.M.D. to the Point of Beginning. Said parcel of land contains 5,000 acres, more or less.

The above parcel is subject to a 10 foot drainage and utility easement along the south boundary.

The above described parcel is subject to a 7.5 foot drainage and utility easement along the east and west boundaries.

the above described parcel is subject to a 15 foot drainage and utility easement along the north boundary.

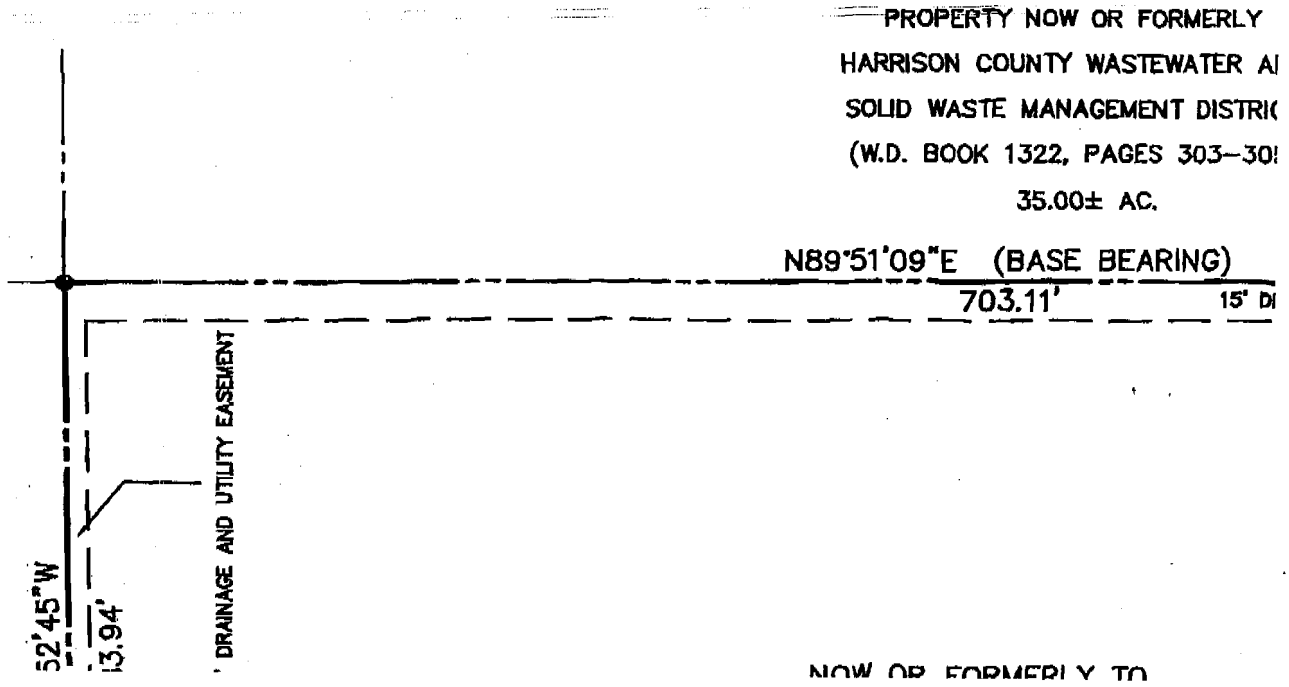


EXHIBIT A

There next came on for consideration the request of HARRISON COUNTY DEVELOPMENT COMMISSION to concur in a Resolution authorizing the conveyance of approximately 5 acres of real property in the Bernard Bayou Industrial Park, First Judicial District of Harrison County, Mississippi, to LandQuest, LLC, and after a full discussion of the subject, Supervisor Marlin R. Ladner offered the adoption of the following Order, to-wit:

AN ORDER CONCURRING IN THE RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION APPROVING OF THE SALE OF APPROXIMATELY 5 ACRES OF REAL PROPERTY SITUATED IN THE BERNARD BAYOU INDUSTRIAL PARK TO LANDQUEST, LLC, FOR THE PURPOSE OF CONSTRUCTING AND OPERATING A BRICK YARD AND WAREHOUSE, WITH SUCH PURCHASE BEING IN ACCORDANCE WITH THE REAL ESTATE PURCHASE AGREEMENT ATTACHED TO SAID RESOLUTION AS EXHIBIT "B" AND HAVING A PURCHASE PRICE OF NINETY THOUSAND DOLLARS ($90,000.00) PER ACRE; AND AUTHORIZING THIS BOARD TO JOIN IN THE CONVEYANCE OF SAID REAL PROPERTY.

WHEREAS, it is hereby acknowledged that this Board has received a Resolution by the Harrison County Development Commission authorizing the sale of approximately 5 acres of real property situated in the Bernard Bayou Industrial Park to LandQuest, LLC, for the purpose of operating a brick yard and warehouse, with such purchase being in accordance with the Real Estate Purchase Agreement attached to said Resolution as Exhibit "B", and having a purchase price of NINETY THOUSAND DOLLARS ($90,000.00) PER ACRE, and requesting this Board to concur in said Resolution and to join in the sale of said real property; and further,

WHEREAS, that this Board does concur in said Resolution and adopts the findings contained therein; Therefore,

IT IS HEREBY ORDERED, that the Harrison County Board of Supervisors does hereby approve the sale of approximately 5 acres of real property situated in the Bernard Bayou Industrial Park, to LandQuest, LLC, for the purpose of operating a brick yard and warehouse with such purchase being in accordance with the Real Estate Purchase Agreement attached to said Resolution as Exhibit "B."

IT IS FURTHER ORDERED, that the President and Clerk of the Board are hereby authorized and directed to execute a Special Warranty Deed in substantial conformity to the Special Warranty Deed attached as Exhibit "C" to the Resolution of the Harrison County Development Commission.

SUPERVISOR **William W. Martin** seconded the motion, and on a roll call vote, the result was as follows:

Supervisor Bobby Eleuterius	Voted:	**AYE**
Supervisor Larry Benefield	Voted:	**AYE**
Supervisor Marlin Ladner	Voted:	**AYE**
Supervisor William Martin	Voted:	**AYE**
Supervisor Connie M. Rockco	Voted:	**AYE**

A majority of the Supervisors present and voting in the affirmative, the motion was declared carried and the order adopted on the **9th** day of July, 2007.

The following Resolution of the Harrrison County Development Commission came before the Board for consideration:

There next came on for discussion the conveyance of certain real property located in the Long Beach Industrial Park to J. LEVENS BUILDERS, INC. or its proper assign, and after a general discussion of the subject Commissioner Castiglia, on behalf of the Marketing/Industrial Committee, offered the following Resolution for adoption:

RESOLUTION

A RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION AUTHORIZING AND APPROVING THE SALE OF APPROXIMATELY ELEVEN (11.0) ACRES OF REAL PROPERTY SITUATED IN THE LONG BEACH INDUSTRIAL PARK TO J. LEVENS BUILDERS, INC. OR ITS PROPER ASSIGN, FOR THE PURPOSE OF OFFICE AND WAREHOUSE, WITH SUCH PURCHASE BEING IN ACCORDANCE WITH THE REAL ESTATE PURCHASE AGREEMENT ATTACHED HERETO AS EXHIBIT "B", AND HAVING A PURCHASE PRICE OF THIRTY-FOUR THOUSAND ($34,000.00) DOLLARS PER ACRE; AND REQUESTING THE HARRISON COUNTY BOARD OF SUPERVISORS TO CONCUR IN THIS RESOLUTION AND TO JOIN IN THE CONVEYANCE OF SAID REAL PROPERTY.

BE IT RESOLVED by the Harrison County Development Commission that:

WHEREAS, at its regular meeting of June 26, 2007, this Commission considered the offer of J. LEVENS BUILDERS, INC. OR ITS PROPER ASSIGN, to purchase approximately ELEVEN ACRES (11.0) of real property situated in the Long Beach Industrial Park, which is more particularly described in Exhibit "A", for the purpose of OFFICE AND WAREHOUSE, for the amount of THIRTY-FOUR THOUSAND ($34,000.00) dollars per acre; and

WHEREAS this Commission does find and does so adjudicate that it would be in the public's interest to sell said parcel of real property situated in the Long Beach Industrial Park to J. LEVENS BUILDERS, INC., OR ITS PROPER ASSIGN, for the purpose of OFFICE AND WAREHOUSE, which such purchase being in accordance with the Real Estate Purchase

Agreement attached hereto as Exhibit "B", and having a purchase price of THIRTY-FOUR THOUSAND ($34,000.00) dollars per acre; and

WHEREAS, the Harrison County Development Commission does find and adjudicate is a fair and reasonable price for said property, and that the terms of said sale are fair and reasonable and ensure that the conveyance contemplated therein shall be in furtherance of the goals and purposes of the Harrison County Development Commission as articulated in Mississippi Code § 59-9-1, et seq.; and

WHEREAS, the Harrison County Board of Supervisors should be requested to concur herein and to join in the conveyance of said real property and the execution of a Special Warranty Deed in substantial conformity to the document attached hereto as Exhibit "C". Now, therefore,

BE IT RESOLVED, that the Harrison County Development Commission does find and adjudicate that it would be in the public interest to sell approximately eleven (11.0) acres of real property situated in The Long Beach Industrial Park to J. LEVENS BUILDERS, INC., OR ITS PROPER ASSIGN, for the purpose of OFFICE AND WAREHOUSE, with such purchase being in accordance with the Real Estate Purchase Agreement attached hereto as Exhibit "B", and having a purchase price of THIRTY-FOUR THOUSAND ($34,000.00);

RESOLVED FURTHER, that the President and Secretary of the Harrison County Development Commission are hereby authorized and directed to execute a Special Warranty Deed in substantial conformity to the Special Warranty Deed attached to this Resolution as Exhibit "C";

RESOLVED FURTHER, that the Harrison County Board of Supervisors is hereby requested to concur in this Resolution and to join in the conveyance and execution of the Special Warranty Deed contemplated by the contract attached as Exhibit "C".

On a roll call vote, the result was as follows:

Commissioner Johnny Atherton	Voted: Absent
Commissioner Sharon Bentz	Voted: Yea
Commissioner Richard Bennett, Jr.	Voted: Yea
Commissioner Frank Castiglia, Jr., President	Voted: Yea
Commissioner Warren Conway	Voted: Yea
Commissioner LaRosa	Voted: Yea
Commissioner Alicia Ellis	Voted: Yea
Commissioner Jim Brashier	Voted: Absent
Commissioner Sarah Miller	Voted: Yea
Commissioner Mark Schloegel	Voted: Absent
Commissioner Jimmy Walker	Voted: Yea
Commissioner Brian Gollott	Voted: Absent

A majority of the Members present and having voted in the affirmative, the President declared the motion carried and the resolution adopted on the 26th day of June, 2007.

CERTIFICATE

I, John W. Atherton Secretary of the Harrison County Development Commission, hereby certify that the foregoing Resolution dated June 26th, 2007, is a true and correct copy of such Resolution adopted on such date.

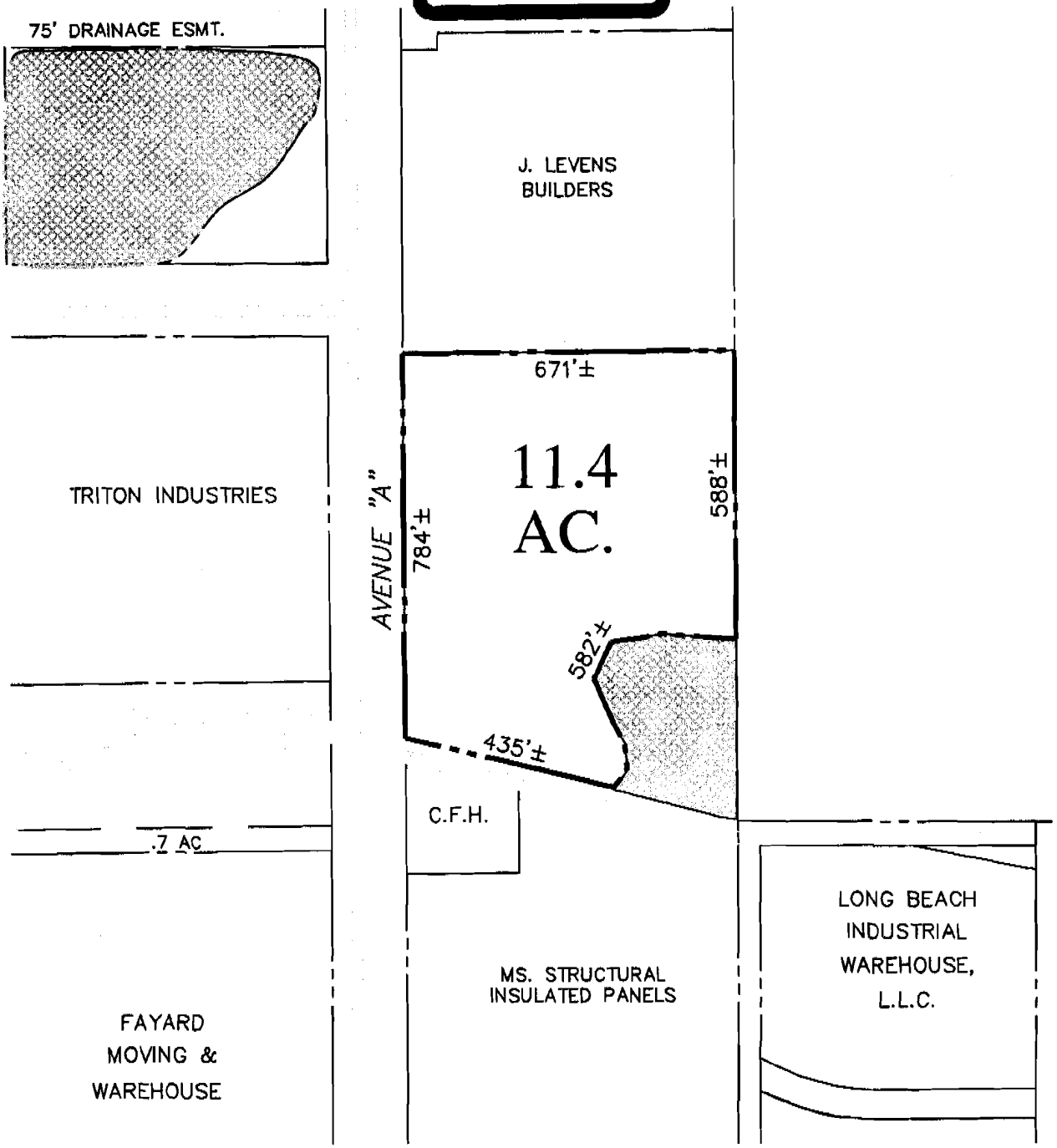
WITNESS MY SIGNATURE, this 27th day of July, 2007.

John W. Atherton Secretary
Harrison County Development Commission

EXHIBIT

tabbies

A



HCDC
Harrison County Development Commission
Moving the Mississippi Gulf Coast Forward

12292 Intraplex Parkway, Gulfport, Mississippi
39503 Tel: (228) 896-5020 Fax: (228) 896-6020
website: www.mscoast.org

4/19/07
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11.4 AC. PROSPECT

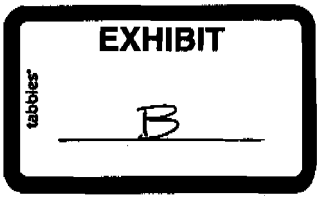
LONG BEACH INDUSTRIAL PARK

HARRISON COUNTY, MISSISSIPPI

PARCEL NOT SURVEYED, BASED ON OFFICE INFORMATION ONLY.

1"=300'

BROWN & MITCHELL, INC.
Consulting Engineers



REAL ESTATE PURCHASE OFFER

This is an offer by and between the HARRISON COUNTY DEVELOPMENT COMMISSION, acting for and on behalf of HARRISON COUNTY, MISSISSIPPI, (hereinafter referred to as "Seller", and _ Jimmy Levens Builders, Inc and or its assigns, hereinnafter referred to as "Buyers"). **UPON, BEING APPROVED BY THE BOARD OF SUPERVISORS THIS OFFER SHALL BECOME A CONTRACT TO PURCHASE AND SHALL BE BINDING ON ALL PARTIES.**

WHEREAS, Seller owns certain real property which Seller desires to sell to Buyer and which Buyer wishes to purchase from Seller.

NOW, THEREFORE, in consideration of mutual promises, warranties and undertakings expressed herein, Seller and Buyer agree as follows:

1. **AGREEMENT.** Subject to the terms and conditions of this Offer, Seller shall sell to Buyer, and Buyer shall purchase from Seller, that certain tract of real property, located in Long Beach , Mississippi, and commonly known as a parcel of land described in Exhibit "A".

2. PURCHASE PRICE. The Purchase Price for the Property is $ 34,000 per acre (subject to an HCDC appraisal showing value at time of contract) for an estimated total purchase price of $ 387,600 . Said Purchase Price shall be adjusted at closing to reflect the actual acreage conveyed and new appraised value. Said Purchase Price is to be paid in cash at closing.

3. **PURPOSE.** The above described land will be used for the specific purpose of a warehouse, office space, storage , and such conveyance shall contain a covenant providing that if the Purchaser fails to use the land for said purpose within one (1) year from the date of this sale, Seller shall have the option, but not the obligation to repurchase said land at the price paid in Section 2, above less any expenses incurred by Seller to repurchase said parcel.

4. **DEPOSIT.** Buyer has delivered to the Seller an amount equal to 10% of the purchase price stipulated in paragraph 2 above. In the event the transaction contemplated hereby closes as provided herein, the Deposit shall be paid to Seller at Closing with Buyer receiving a corresponding credit against the portion of the Purchase Price payable in cash at Closing. If the transaction fails to close due to operation of paragraph 10, or in the event that the Harrison County Development Commission and/or the Harrison County Board of Supervisors decline to approve the sale contemplated by this Offer, then the Deposit shall be disbursed to the Buyer. If the transaction otherwise fails to close due to Seller' inability or refusal to perform in breach hereof, the Buyer shall be entitled to the prompt return to it of the Deposit. Buyer shall have forty-five (45) days from the date of the Board of Supervisor's approval to complete their due diligence. Should Buyer find reasonable cause that would prohibit the use of the property and chose to terminate this contract, Buyer shall provide in writing their request to terminate contract within fifteen (15) days of discovery of the cause. Said deposit shall be returned in full by Seller in the case of reasonable cause.

5. **EXPENSES AND PRORATION ITEMS.** Each party shall bear its own internal costs including attorney's fees. Real estate taxes, utilities, and any other similar assessment affecting title to the Property shall be prorated as of the date of Closing. Recording fees to record the deed conveying title to the Property shall be paid by Seller.

6. BROKER. The Seller and Buyer warrant and represent to each other that no broker has assisted in the transaction contemplated by this Offer and that no broker is entitled to a commission upon closing or otherwise.

7. **TITLE.** At Closing, Seller will transfer title to the Property to Buyer by Special Warranty Deed free and clear of all liens and encumbrances other than covenants and easements of record, and in accordance with the Title Policy. Buyer shall take title as follows: J. Levens Builders, Inc and or its assigns.

8. INDEMNIFICATION. The Purchaser shall protect and indemnify and hold harmless Harrison County and the Harrison County Board of Supervisors and the Harrison County Development Commission, its members, directors, officers, employees, agents, and any successors thereof from any and all loss, damages, suits, penalties, costs, liability, or expenses arising out of any claim for loss or damage to property, injuries to or death of persons, contamination of or adverse effect on the environment, or any violation of federal, state, or local environmental laws, ordinances, rules, or regulations, caused by or resulting from any hazardous materials, substance, gas, or liquid as defined by the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 4 8691, et seq., or other similar federal, state, or local law or ordinance in the rules or regulations promulgated thereof under which would necessitate response or remedial action under the aforesaid laws, ordinances, rules, or regulations, arising from the acts and/or omissions of Purchaser. These indemnifications and hold harmless obligations shall be in addition to any and all other remedies available to Seller.

9. SELLER REPRESENTATION. Seller knows of no hazardous substances on or under the property and, if any such information comes to the attention of Seller prior to closing, Seller will promptly notify purchaser in writing.

10. **TITLE INSPECTIONS.** Buyer at its option, within fifteen (15) days of the Effective Date hereof, obtain title insurance commitment relating to the Property, together with copies of all recorded documents referred to in the commitment, committing to insure marketable fee simple title in Buyer, subject only to standard title insurance except, any and all easements, rights-of-way of record, covenants, and/or other matters approved by Buyer as herein provided. Within fifteen (15) days after Buyer's receipt of the title commitment, Buyer shall give Seller notice of any exception to title to which Buyer objects. In the event that Seller are unable or unwilling to remove such objectionable exceptions at or before Closing, then to the exclusion of any other remedies which might otherwise be available to Buyer, Buyer shall either, at its election, (i) proceed to Closing, with no adjustment to Purchase Price, with the objectionable exception on title, or (ii) terminate this Offer and upon any such termination, excepting only the farce and effect of those provisions of this Offer which by their express terms survive termination of this Offer, this Offer shall be terminated and of no further force or effect and the parties hereto shall have no further rights or obligations under this Offer and the Deposit together with any interest earned thereon shall be promptly paid to Buyer and Buyer's sole and exclusive remedy. Failure by Buyer to timely provide Seller with notice of objections to title as described above shall be deemed to be an acceptance by Buyer of any exceptions to title to any portion of the Property which may exist.

11. **NOTICES.** Any notices given under this Offer shall be in writing and, except as otherwise provided herein, shall be deemed given when received. Notices may be sent via facsimile transmission. If notice is sent by certified mail, postage prepaid, addressed to the following addresses, notice will be deemed received on the earlier of the date of actual receipt or five (5) days after its deposit with the U.S. Post office. Notices sent by mail shall be addressed to the following addresses:

If to Seller: Harrison County Development Commission
12292 Intraplex Parkway
Gulfport, Mississippi 39503
Telephone No.: (228) 896-5020

Fax No. (228) 896-6020

If to Buyer: J. Levens Builders, Inc.
Jimmy Levens
5098 A Avenue Suite A
Long Beach, MS 39560
Telephone: (228) 863-0303
FAX (228) 863-4469

12. **EFFECTIVE DATE.** The effective date of this Offer shall be on the date it is approved by the Harrison County Board of Supervisors. In the event that the Offer is executed on different dates, the date of execution shall be considered to be the date it was signed by the last party.

13. **RESTRICTIVE COVENANTS.** The use of the property to be conveyed pursuant to this Agreement shall be subject to the terms and conditions of the proposed restrictive covenants proposed to regulate ____ N/A.

14. **BUILDING APPROVAL.** No building or other construction shall be erected or placed on any lot, or altered, until the complete construction plans and specifications have been submitted to the Engineering and Maintenance Committee of the Harrison County Development Commission (HCDC) and have been approved by the HCDC through its engineering firm for conformance with quality of workmanship and materials, harmony and external design and for compliance with these covenants, conditions, and restrictions. In the event HCDC fails to approve any application within thirty (30) days after plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to have been fully complied with.

15. **DRAINAGE PLAN.** A drainage plan prepared and certified by a registered professional engineer must be included in the construction drawings. Drainage plans shall provide for positive drainage to existing drainage ditches or structures and/or street right-of-ways and shall not be directed to adjacent property. Drainage ways shall conform to all requirements of all applicable governmental authorities, as in effect from time to time, and no storage, discharge, or drainage of water, waste, chemicals, or other residue shall be allowed except in strict compliance with all applicable governmental rules, regulations, and authorities, as in effect from time to time.

16. **COVENANTS.** The covenants and obligations of this Offer shall survive the execution of the Deed.

17. **MISCELLANEOUS.** This Offer supersedes all prior agreements between the parties with respect to the subject matter hereof. Headings are far convenience only and are not a part of this Offer Any failure by any of the parties to comply with any of the obligations, agreement, or conditions set forth in this Offer may be waived by the other party, but any such waiver shall not be deemed a waiver of any other obligations or conditions contained in this Offer. A corporate officer signing this document on behalf of a corporate party warrants that he or she has full authority to sign this document. This Offer shall be construed and governed under the laws and jurisdiction of Mississippi. In interpreting this Offer, the presumption that Offers are to be construed against the drafter shall not be applicable. If any provision of this Offer is held to be illegal, invalid, or unenforceable, such provisions shall be severable and the remaining provisions of this Offer shall remain in full farce and effect. If a lawsuit is filed with respect to this Offer, the prevailing party shall be entitled to collect all reasonable attorneys' fees and costs. This Offer may not be altered, amended, or modified except by written instrument signed by all parties. This Offer may be assigned by Buyer with the prior written consent of Seller and Seller's consent shall not be unreasonably withheld.

18. **CLOSING.** The sale of said property is to be closed within ninety (90) days of approval by the Harrison County Board of Supervisors.

19. **APPROVALS.** This Offer is conditioned upon approval of same by the Harrison County Development Commission and the Harrison County Board of Supervisors.

20. **GOVERNING LAW.** This Offer contains all of the agreements and representations between the parties. No change or modifications of this agreement shall be valid unless the same is in writing and signed by the Buyer and Seller.

21. **SAVING CLAUSE**. In the event any term or provision of this Offer should be determined to be illegal, unenforceable, or invalid, the remaining terms and provisions shall not be affected thereby and shall be read and construed as if such illegality, unenforceable, or invalid terms or provisions were not originally contained therein.

22. **COUNTERPARTS.** This agreement may be executed in counterparts.

The parties have hereunto set their hands with the intent to be legally bound as of the dates by their signature.

SELLER: HARRISON COUNTY DEVELOPMENT COMMISSION

By: _____ Date: _____

BUYER: J Levens Builders, Inc.

By: _____ Date: 6-25-07

By: _____ Date: _____

APPROVED:
Harrison County Development Commission _____
Harrison County Board of Supervisors _____

Return To:
Prepared By:
James C. Simpson, Jr.
Montgomery Barnett
2310 19th Street
Gulfport, MS 39501
(228)863-6534

Indexing Instructions:

Harrison County, 1st Judicial District

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED ($445,400.00) dollars, cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, **HARRISON COUNTY DEVELOPMENT COMMISSION,** 12292 Intraplex Parkway, Gulfport, Mississippi, 39503 (228-896-5020), acting for and on behalf of the HARRISON COUNTY BOARD OF SUPERVISORS, and the **HARRISON COUNTY BOARD OF SUPERVISORS,** Harrison County Courthouse, Gulfport, Mississippi 39502 (228-865-4001), and jointly acting for and on behalf of **HARRISON COUNTY, MISSISSIPPI,** as Grantors, do hereby sell, convey and specially warrant unto J. LEVENS BUILDERS, INC., as Grantee, the following described property situated in the First Judicial District of Harrison County, Mississippi, to-wit:

SEE ATTACHED EXHIBIT "A" HERETO.



Ad valorem taxes, if any, for the current year are prorated and assumed by the Grantee.

This conveyance is subject to all restrictive covenants and easements of record.

The above described real property shall be used for the purpose of office and warehouse, and if the Grantee fails to use the land for said purpose within one year from the date of the sale. Sellers have the option, but not the obligation, to repurchase such land at the purchase price as stated above.

Witness my signature on this the 5th day of July, 2007.

HARRISON COUNTY DEVELOPMENT COMMISSION

BY: Richard Bennett
Richard Bennett, President

ATTEST:

John W. Atherton, Secretary

HARRISON COUNTY BOARD OF SUPERVISORS

BY: _____
Larry Benefield, President

ATTEST:

_____
John McAdams, Chancery Clerk

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the 5th day of July, 2007, the undersigned authority in and for the County and State aforesaid, the within named Richard Bennett, President, and John Atherton, Secretary, of the Harrison County Development Commission, a public entity of the State of Mississippi, and who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Development Commission, they having full authority to do so.

WITNESS my hand and official seal of office on this the 5th day of July, 2007.

Marcia A Crawford
NOTARY PUBLIC

My Commission Expires:

Notary Public State of Mississippi At Large
My Commission Expires: November 3, 2009
Bonded Thru Heiden, Brooks & Garland, Inc.

STATE OF MISSISSIPPI

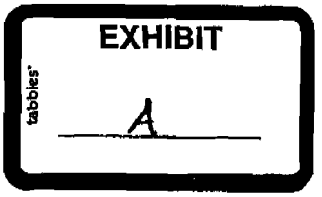
COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the _____ day of _____, 2007, the undersigned authority in and for the County and State aforesaid, the within named John McAdams, Chancery Clerk of Harrison County, Mississippi and Larry Benefield, President of the Harrison County Board of Supervisors a public entity of the State of Mississippi, and who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Board of Supervisors, they having fully authority to do so.

WITNESS my hand and official seal of office on this the ____ day of _____, 2007.

NOTARY PUBLIC

My Commission Expires:



LEGAL DESCRIPTION:

A parcel of land located in the SE 1/4 of the SW 1/4 of Section 9, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:
For the Point Of Beginning, Commence at a concrete monument located at the southeast corner of the SE 1/4 of the SW 1/4 of said Section 9, said concrete monument also being located on the north right-of-way of the Long Beach Industrial Railroad Lead Track; thence westerly 34.08 feet along a curve of the north right-of-way of said Long Beach Industrial Railroad Lead Track, said curve being concave to the north, having a central angle of 14°25'42" with a radius of 135.32 feet, also having a chord bearing and distance of N 82°43'23" W 33.99 feet to the end of said curve; thence N 75°30'32" W 658.89 feet along the northerly right-of-way of said Long Beach Industrial Railroad Lead Track to the east margin of Avenue "A" North; thence N 00°27'03" W 785.44 feet along said east margin of Avenue "A" North to the southwest corner of that certain tract of land acquired by the Harrison County Development Commission and the Harrison County Board Of Supervisors (W.D. Book 1232, Pages 189-190); thence N 89°26'49" E 670.43 feet to the southeast corner of the aforesaid certain tract of land, said corner also being located on the east line of the SE 1/4 of the SW 1/4 of said Section 9; thence S 00°26'34" E 961.09 feet along said east line of the SE 1/4 of the SW 1/4 to the said Point Of Beginning.
Said parcel of land contains 13.472 acres, more or less.

The herein described parcel is further described as all of Lots 6 and 7, also a portion of Lot 8; Block C of an unrecorded map of the Long Beach Industrial Park on file in the office of the Harrison County Development Commission, Gulfport, Mississippi.

There next came on for consideration the request of HARRISON COUNTY DEVELOPMENT COMMISSION to concur in a Resolution authorizing the conveyance of approximately eleven (11.0) acres of real property in the Long Beach Industrial Park, First Judicial District of Harrison County, Mississippi, to J. LEVENS BUILDERS, INC., and after a full discussion of the subject, Supervisor Marlin R. Ladner _____ offered the adoption of the following Order, to-wit:

AN ORDER CONCURRING IN THE RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION APPROVING OF THE SALE OF APPROXIMATELY ELEVEN (11.0) ACRES OF REAL PROPERTY SITUATED IN THE LONG BEACH INDUSTRIAL PARK, TO J. LEVENS BUILDERS, INC. FOR THE PURPOSE OF OFFICE AND WAREHOUSE, WITH SUCH PURCHASE BEING IN ACCORDANCE WITH THE REAL ESTATE PURCHASE AGREEMENT ATTACHED TO SAID RESOLUTION AS EXHIBIT "B" AND HAVING A PURCHASE PRICE OF THIRTY-FOUR THOUSAND ($34,000.00) DOLLARS PER ACRE; AND AUTHORIZING THIS BOARD TO JOIN IN THE CONVEYANCE OF SAID REAL PROPERTY.

WHEREAS, it is hereby acknowledged that this Board has received a Resolution by the Harrison County Development Commission authorizing the sale of approximately eleven (11.0) acres of real property situated in the Long Beach Industrial Park to J. LEVENS BUILDERS, INC., for the purpose of office and warehouse, with such purchase being in accordance with the Real Estate Purchase Agreement attached to said Resolution as Exhibit "B", and having a purchase price of THIRTY-FOUR THOUSAND ($34,000.00) DOLLARS PER ACRE, and requesting this Board to concur in said Resolution and to join in the sale of said real property; and,

WHEREAS, that this Board does concur in said Resolution and adopts the findings contained therein; Therefore,

IT IS HEREBY ORDERED, that the Harrison County Board of Supervisors does hereby approve the sale of approximately eleven (11.0) acres of real property situated in the Long Beach Industrial Park, to J. LEVENS BUILDERS, INC., for the purpose of office and warehouse with such purchase being in accordance with the Real Estate Purchase Agreement attached to said Resolution as Exhibit "B."

IT IS FURTHER ORDERED, that the President and Clerk of the Board are hereby authorized and directed to execute a Special Warranty Deed in substantial conformity to the Special Warranty Deed attached as Exhibit "C" to the Resolution of the Harrison County Development Commission.

SUPERVISOR William W. Martin seconded the motion, and on a roll call vote, the result was as follows:

Supervisor Bobby Eleuterius	Voted:	**AYE**
Supervisor Larry Benefield	Voted:	**AYE**
Supervisor Marlin Ladner	Voted:	**AYE**
Supervisor William Martin	Voted:	**AYE**
Supervisor Connie M. Rockco	Voted:	**AYE**

A majority of the Supervisors present and voting in the affirmative, the motion was declared carried and the order adopted on the 9th day of July 2007.

The following Resolution of the Harrison County Development Commission came before the Board for consideration:

There next came on for discussion the acceptance of the final report of the FEASIBILITY STUDY FOR THE SEAFOOD INDUSTRIAL PARK that was completed using a grant from the U. S. Economic Development Administration, and after a general discussion of the subject Commissioner Bennett, offered the following Resolution for adoption:

RESOLUTION

A RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION AUTHORIZING THE ACCEPTANCE OF THE FINAL REPORT OF THE "FEASIBILITY STUDY FOR THE SEAFOOD INDUSTRIAL PARK" THAT WAS COMPLETED USING A GRANT FROM THE U. S. ECONOMIC DEVELOPMENT ADMINISTRATION; AND REQUESTING THE HARRISON COUNTY BOARD OF SUPERVISORS TO CONCUR IN THIS RESOLUTION.

BE IT RESOLVED by the Harrison County Development Commission that:

WHEREAS, at the meeting of June 26, 2007, this Commission considered authorizing the acceptance of the final report of the FEASIBILITY STUDY FOR THE SEAFOOD INDUSTRIAL PARK that was completed using a grant from the U. S. Economic Development Administration; and

WHEREAS this Commission does find and does so adjudicate that it would be in the public's interest to authorize the acceptance of the final report of the FEASIBILITY STUDY FOR THE SEAFOOD INDUSTRIAL PARK that was completed using a grant from the U. S. Economic Development Administration; and

WHEREAS, the Harrison County Board of Supervisors should be requested to concur herein and to join in the acceptance of the final report of the FEASIBILITY STUDY FOR THE SEAFOOD INDUSTRIAL PARK that was completed using a grant from the U. S. Economic Development Administration Now, therefore,

BE IT RESOLVED, that the Harrison County Development Commission does find and adjudicate that it would be in the public interest to acceptance of the final report of the FEASIBILITY STUDY FOR THE SEAFOOD INDUSTRIAL PARK that was completed using a grant from the U. S. Economic Development Administration;

RESOLVED FURTHER, that the Executive Director of the Harrison County Development Commission is hereby authorized and directed to execute all document required for reimbursement from the U. S. Economic Development Administration;

RESOLVED FURTHER, that the Harrison County Board of Supervisors is hereby requested to concur in this Resolution and the acceptance of the final report of the FEASIBILITY STUDY FOR THE SEAFOOD INDUSTRIAL PARK that was completed using a grant from the U. S. Economic Development Administration.

On a roll call vote, the result was as follows:

Commissioner Johnny Atherton	Voted: Absent
Commissioner Sharon Bentz	Voted: Yea
Commissioner Richard Bennett, Jr.	Voted: Yea
Commissioner Frank Castiglia, Jr., President	Voted: Yea
Commissioner Warren Conway	Voted: Yea
Commissioner Alicia Ellis	Voted: Yea
Commissioner Brian Gollott	Voted: Absent
Commissioner Sam LaRosa	Voted: Yea
Commissioner Jim Brashier	Voted: Absent
Commissioner Sara Miller	Voted: Yea
Commissioner Mark Schloegel	Voted: Absent
Commissioner Jimmy Walker	Voted: Yea

A majority of the Members present and having voted in the affirmative, the President declared the motion carried and the resolution adopted on the 26th day of June, 2007.

CERTIFICATE

I, John Atherton, Secretary of the Harrison County Development Commission,

hereby certify that the foregoing Resolution dated June 26, 2007, is a true and correct copy of such Resolution adopted on such date.

WITNESS MY SIGNATURE, this 5th day of July, 2007.

John Atherton, Secretary
Harrison County Development Commission

33

There next came on for consideration the request of HARRISON COUNTY DEVELOPMENT COMMISSION to concur in a Resolution authorizing the acceptance of the final report of the FEASIBILITY STUDY FOR THE SEAFOOD INDUSTRIAL PARK that was completed using a grant from the U. S. Economic Development Administration, and after a full discussion of the subject, Supervisor _____ Marlin Ladner _____ offered the adoption of the following Order, to-wit:

AN ORDER CONCURRING IN THE RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION AUTHORIZING THE ACCEPTANCE OF THE FINAL REPORT OF THE "FEASIBILITY STUDY FOR THE SEAFOOD INDUSTRIAL PARK" THAT WAS COMPLETED USING A GRANT FROM THE U. S. ECONOMIC DEVELOPMENT ADMINISTRATION.

WHEREAS, it is hereby acknowledged that this Board has received a Resolution by the Harrison County Development Commission authorizing the acceptance of the final report of the FEASIBILITY STUDY FOR THE SEAFOOD INDUSTRIAL PARK that was completed using a grant from the U. S. Economic Development Administration, and requesting this Board to concur in said Resolution; and further,

WHEREAS, that this Board does concur in said Resolution and adopts the findings contained therein; Therefore,

IT IS HEREBY ORDERED, that the Harrison County Board of Supervisors does hereby authorize the acceptance of the final report of the FEASIBILITY STUDY FOR THE SEAFOOD INDUSTRIAL PARK.

IT IS FURTHER ORDERED, that the President and Clerk of the Board are hereby authorized and directed to execute all documents required for reimbursement from the U. S. Economic Development Administration.

SUPERVISOR William Martin seconded the motion, and on a roll call vote, the result was as follows:

Supervisor Bobby Eleuterius	Voted:	AYE
Supervisor Larry Benefield	Voted:	AYE
Supervisor Marlin Ladner	Voted:	AYE
Supervisor William Martin	Voted:	AYE
Supervisor Connie M. Rockco	Voted:	AYE

A majority of the Supervisors present and voting in the affirmative, the motion was declared carried and the order adopted on the 9th day of July, 2007.

July 9, 2007, Item # 34

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER CONCURRING IN A PARTIAL ASSIGNMENT AND ASSUMPTION AND PARTIAL TERMINATION OF SIXTEENTH SECTION COMMERCIAL LEASE CONTRACT BY AND BETWEEN TW, INC., CROSSROADS PARTNERS, LLC AND THE HARRISON COUNTY BOARD OF EDUCATION, AND AUTHORIZING THE PRESIDENT AND CLERK OF THE BOARD TO EXECUTE SAME

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY CONCUR in a partial assignment and assumption and partial termination of Sixteenth Section commercial lease contract by and between TW, Inc., Crossroads Partners, LLC and the Harrison County Board of Education.

IT IS FURTHER ORDERED that the Board does HEREBY AUTHORIZE the president and clerk of the Board to execute the partial assignment which follows this Order as **Exhibit A.**

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS, the 9th day of July 2007.

* * *

EXHIBIT B

PARTIAL ASSIGNMENT

PARTIAL ASSIGNMENT AND ASSUMPTION AND PARTIAL TERMINATION OF SIXTEENTH SECTION COMMERCIAL LEASE CONTRACT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION AND PARTIAL TERMINATION OF SIXTEENTH SECTION COMMERCIAL LEASE CONTRACT (this "Agreement") is entered into effective as of JUNE 25, 2007 (the "Effective Date"), by and between TW, INC. ("Assignor"), a Mississippi corporation, as assignor, and CROSSROADS PARTNERS, LLC ("Assignee"), a Florida limited liability company, as assignee, and joined by The Harrison County Board of Education ("Ground Lessor"), as ground lessor, for the purposes stated in this Agreement.

Preliminary Statements:

The following preliminary statements are a material part of this Agreement.

A. Ground Lessor, as lessor, and Assignor, as lessee, have previously entered into that certain Sixteenth Section Commercial Lease Contract (the "Lease"), dated December 21, 1995, filed for record December 21, 1995, recorded in Book 1322, beginning at Page 518 in the records of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, by the terms of which Ground Lessor leased to Assignor certain real property containing approximately 10 acres of land more or less, situated in the City of Gulfport, Harrison County, Mississippi, more particularly described in the Lease (the "Property").

B. Assignor desires to assign all of Assignor's rights, titles, and interests in and to the Lease to the extent same relate to a portion of the Property, such portion containing approximately 0.772 acres of land more or less, more particularly described on Exhibit "A", attached to this Agreement and made a part of this Agreement for all purposes (the "Shopping Center Land"), to Assignee, subject to the lien for ad valorem taxes for the current year and all reservations, claims, liens, easements, covenants and encumbrances of record (the "Permitted Encumbrances").

C. Assignee desires to accept such assignment and assume all duties, liabilities and obligations under the Lease to the extent same relate to the Shopping Center Land.

Agreements:

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by all the parties hereto, Assignor and Assignee hereby covenant and agree as follows:

EXHIBIT A

1. Partial Assignment. Assignor hereby assigns, transfers, conveys and delegates to Assignee all of Assignor's rights, titles and interests in and to the Lease to the extent, and only to the extent, the same relates to the Shopping Center Land and all of the benefits, entitlements, hereditaments, rights and privileges relating thereto effective as of the Effective Date, including, without limitation, full right and authority to negotiate a new ground lease with Ground Lessor relating to the Shopping Center Land, subject to the Permitted Encumbrances.

2. Assumption. As of the Effective Date, Assignee assumes, covenants and agrees to be bound by the provisions of the Lease and the Permitted Encumbrances including, without limitation, (a) that certain Memorandum of Lease (the "Memorandum") made and entered into by and between Assignor and Brinker Mississippi, Inc., dated February 4, 2000, recorded in Book 1488, beginning at Page 421 in the records of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, and (b) that certain Declaration of Limitation on Use of Property (the "Declaration") made and entered into by Assignor and TWAD, Inc., dated November 28, 2000, recorded in Book 1529, beginning at Page 431 in the records of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, and (c) that certain Agreement Regarding Restrictive Covenants made and entered into by and among Royal Casino Corporation, Assignor, and TWAD, Inc., dated July 28, 1998, recorded in Book 1417, beginning at Page 529 in the records of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, to the extent, and only to the extent, the same relates to the Shopping Center Land, and undertakes and assumes each and every one of Assignor's obligations thereunder, all with the same force and effect as if Assignee were the original lessee of the Shopping Center Land under the Lease and original party to the Permitted Encumbrances. Assignee acknowledges and agrees that the Memorandum and the Declaration run with the Land and bind Assignee and its successors and assigns. In addition, Assignee covenants and agrees that neither Assignee nor any person or entity owned by Assignee, under Assignee's control, or under common control with Assignee, shall lease, rent, occupy or permit all or any portion of the Shopping Center Land to be occupied or used as a restaurant which sells or prepares chicken as its primary product (for example, Chick-fil-A, Popeye's, Wing Stop, Church's and KFC).

3. Partial Termination. By execution of this Agreement, Ground Lessor hereby acknowledges and agrees with Assignor that, as of the Effective Date, the Lease is terminated to the extent, and only to the extent, the same relates to the Shopping Center Land, and that from and after the Effective Date, Assignor is hereby released from all duties, liabilities and obligations (and shall relinquish all rights, titles and interests) under the Lease with respect to the Shopping Center Land, and in accordance with Paragraph 6 of the Lease, the amount of annual ground rental payable by Assignor to Ground Lessor for non-gaming commercial use shall be equitably adjusted as of the Effective Date based on the number of square feet of land constituting the Shopping Center Land to be leased directly from Ground Lessor to Assignee and the number of square feet remaining under the Lease. Such adjustment shall result in Assignee and Assignor paying directly to Ground Lessor only the amounts of annual rentals set forth in Exhibit "B" attached to this Agreement and made a part of this Agreement for all purposes, provided, however, that Assignee shall only be responsible for a pro-rata portion of the annual rental for the first lease year set forth in the column designated as "Assignee's Rental" on Exhibit "B" ("Assignee's First Year Rental") in an amount equal to the product of Assignee's First Year

Rental divided by three hundred sixty-five (365) multiplied by the actual number of calendar days in the period beginning on the Effective Date and ending on (and including) December 20, 2006. Assignor and Ground Lessor hereby acknowledge and agree that the Lease will remain valid and effective with respect to all of the Property (including, without limitation, any rights to renew, any and all rights relating to the acquisition of additional leasehold interests and the terms of any additional leases) other than the Shopping Center Land.

4. Limited Representations and Warranties. ASSIGNEE ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN AND LIMITED BY SECTION 2 OF THAT CERTAIN PURCHASE AGREEMENT DATED MAY 31, 2006 BY AND BETWEEN ASSIGNOR AND ASSIGNEE, ASSIGNOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASEHOLD ESTATE UNDER THE LEASE OR THE SHOPPING CENTER LAND, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASEHOLD ESTATE UNDER THE LEASE OR THE SHOPPING CENTER LAND, (C) THE SUITABILITY OF THE LEASEHOLD ESTATE UNDER THE LEASE OR THE SHOPPING CENTER LAND FOR ANY AND ALL ACTIVITIES AND USES WHICH ASSIGNEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASEHOLD ESTATE UNDER THE LEASE OR THE SHOPPING CENTER LAND OR THEIR OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASEHOLD ESTATE UNDER THE LEASE OR THE SHOPPING CENTER LAND, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASEHOLD ESTATE UNDER THE LEASE OR THE SHOPPING CENTER LAND, AND SPECIFICALLY THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, ASSIGNOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASEHOLD ESTATE UNDER THE LEASE OR THE SHOPPING CENTER LAND, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. ASSIGNEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASEHOLD ESTATE UNDER THE LEASE AND THE SHOPPING CENTER LAND, ASSIGNEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASEHOLD ESTATE UNDER THE LEASE AND THE SHOPPING CENTER LAND AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY ASSIGNOR. ASSIGNEE FURTHER ACKNOWLEDGES AND AGREES

THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASEHOLD ESTATE UNDER THE LEASE OR THE SHOPPING CENTER LAND WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT ASSIGNOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. ASSIGNEE FURTHER ACKNOWLEDGES AND AGREES THAT THE PARTIAL ASSIGNMENT PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS."

5. Proration of Taxes. Assignee shall use reasonable and diligent good faith efforts to cause the Shopping Center Land to be assessed as a parcel separately from the remaining portions of the Property for real estate ad valorem tax purposes. Assignor hereby agrees, at no cost or expense to Assignor, to reasonably cooperate with Assignee to cause the Shopping Center Land to be so assessed and Assignor hereby agrees to execute any document reasonably required in connection therewith. Assignor and Assignee hereby agree that until such time as the Shopping Center Land is a separately assessed parcel for tax purposes, each party shall pay its proportionate share of real estate ad valorem taxes relating to the tax parcel(s) including the Shopping Center Land based upon the number of acres located within the Shopping Center Land as compared to the number of acres within the tax parcel(s) of which the Shopping Center Land is/are a part. Until such time as the Shopping Center Land is a separately assessed parcel for tax purposes, Assignor and Assignee shall each be responsible for the payment of taxes levied upon the improvements located upon their respective parcels based upon information obtained from the office of the tax assessor. In the event such information is not available, each party shall pay its proportionate share of taxes levied upon improvements located on its respective parcel as may be reasonably determined by Assignor and Assignee.

6. Notice Addresses. Any notice, request, demand, instruction or other communication to be given to any party hereunder shall be in writing, and shall be deemed to be delivered, whether actually received or not, upon (a) personal delivery by courier (including overnight delivery service such as Federal Express), or (b) on the third (3rd) day after deposit of the original in a regularly maintained official depository of the United States Mail located in the continental United States, and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below (or to such other address as may be from time to time provided in writing)

Assignee's notice address shall be as follows:

Crossroads Partners, LLC
c/o D&D Development, LLC
222 U.S. Highway 1, Suite 208
Tequesta, FL 33469
Attn: Donald Chasen
Telephone: (561) 676-9310
Facsimile: (561) 744-6422

With a copy to: Crossroads Partners, LLC
286 Beauvoir Road

Suite 200
Biloxi, MS 39531-1914
Attention: Brooks Holstein
Telephone: (228) 594-3400
Facsimile: (228) 594-3401

And with a copy to: Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
Attn: William S. Mendenhall
4268 I 55 North
Meadowbrook Office Park
Jackson, MS 39211
Telephone: (601) 969-4647
Facsimile: (601) 714-9947

Assignor's notice address shall be as follows:

TW, Inc.
c/o Worrell Investments, Inc.
6909 Vassar
Dallas, Texas 75205
Attention: Mr. Terry N. Worrell
Telephone: (214) 360-0015
Facsimile: (214) 360-9155

With a copy to: Bloodworth Carroll & Banowsky, P.C.
12221 Merit Drive, Suite 1680
Dallas, TX 75251
Attention: Thomas L. Bloodworth, Esq.
Telephone: (214) 234-2722
Facsimile: (214) 234-2727

7. Entire Agreement. This Agreement and the exhibits attached to this Agreement contain the entire agreement between the parties, and no promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by either party. Each party has relied upon its own examination of the full Agreement and the provisions hereof, and the counsel of its own advisors, and the warranties, representations, covenants, and agreements expressly contained in this Agreement. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by the parties hereto. In the event that any litigation arises hereunder, it is specifically stipulated that this Agreement shall be interpreted and construed according to the laws of the State of Mississippi. Venue for any legal action arising out of this Agreement shall be Harrison County, Mississippi. Further, the prevailing party in any litigation between the parties shall be entitled to recover, as a part of its judgment, reasonable attorneys' fees and costs of suit.

8. Effect of Agreement. All of the covenants and agreements contained herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors and assigns.

9. Cooperation. Assignor and Assignee agree that they will without further consideration cooperate regarding the execution and delivery of such other documents and take such other action as may be reasonably useful or convenient for one another to consummate more effectively the purpose of subject matter of this Agreement.

10. Headings. The article headings contained in this Agreement are for purposes of identification only and shall not be considered in construing this Agreement.

11. Time of Essence. Time is of the essence with respect to the performance of all obligations set forth herein and the consummation of all transactions contemplated by this Agreement.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

13. Exhibits. All exhibits described in this Agreement are by this reference fully incorporated into this Agreement and made a part of this Agreement for all purposes.

14. Full Execution. This Agreement shall not be effective and binding unless and until fully executed by all of the parties hereto.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement effective as of the day and year first written above.

Assignor:

TW, INC.

By: _____
Its: _____

STATE OF _____ §
§
COUNTY OF _____ §

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2005, within my jurisdiction, the within named Terry N. Worrell, who acknowledged that he is the President of TW, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

WITNESS my hand and official seal this ___ day of _____, 20__.

_____
Notary Public in and for the State of _____

My Commission Expires: _____

Assignee:

CROSSROADS PARTNERS, LLC

By: _____
Its: _____

STATE OF _____ §
§
COUNTY OF _____ §

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2006, within my jurisdiction, the within named _____, who acknowledged that (he) (she) is _____ of Crossroads Partners, LLC, a Florida [manager/member]-managed limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

WITNESS my hand and official seal this ___ day of _____, 20__.

_____
Notary Public in and for the State of _____

My Commission Expires: _____

JOINDER

Ground Lessor has joined in the execution of this Agreement for the sole purposes of (i) acknowledging and confirming that the Lease described in this Agreement is a full and complete description of all agreements made between Ground Lessor and Assignor, (ii) acknowledging and confirming Ground Lessor's consent to Assignor's assignment and transfer of Assignor's leasehold interest in and to the Shopping Center Land to Assignee pursuant to the terms of this Agreement, (iii) acknowledging and confirming Ground Lessor's consent to the partial termination of the Lease to the extent the same relates to the assignment and transfer of Assignor's leasehold interest in and to the Shopping Center Land pursuant to the terms of this Agreement, (iv) acknowledging and confirming that Ground Lessor is not aware of any fact or circumstance which would constitute a default under the Lease and (v) acknowledging and confirming Ground Lessor's consent to the other terms and covenants contained in this Agreement.

Ground Lessor:

THE HARRISON COUNTY BOARD OF EDUCATION

By: _____
Henry Arledge,
Superintendent of Education

By: _____
~~William Bradley~~, THEODORE HARDER, JR.
President of the Board of Education

STATE OF MISSISSIPPI §
§
COUNTY OF HARRISON §

This day personally appeared before me, the undersigned authority at law in and for the above named State and County, the within named Superintendent of Education and the President of the Board of the Board of Education of Harrison County, Mississippi, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, in the capacity therein set forth, and after having been authorized to do so by Order of said Board as recorded in Minute Book ___ at Page ___.

Given under my hand and official seal on this the 3rd day of July, 2007.

Jodi L. Trosclair
Notary Public in and for the
State of Mississippi

My Commission Expires: 4/4/2011

APPROVAL

The Harrison County, Mississippi Board of Supervisors does hereby approve this Agreement and the consideration stipulated for in this Agreement.

WITNESS THE SIGNATURE of the said Board of Supervisors on this the ___ day of _____, _____.

HARRISON COUNTY, MISSISSIPPI
BOARD OF SUPERVISORS

By: _____
Larry Benefield,
President of the Board of Supervisors

ATTEST:

_____
Clerk of the Board of Supervisors

STATE OF MISSISSIPPI §
§
COUNTY OF HARRISON §

This day personally appeared before me, the undersigned authority at law in and for the above named State and County, the within named Superintendent of Education and the President of the Board of the Board of Education of Harrison County, Mississippi, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, in the capacity therein set forth, and after having been authorized to do so by Order of said Board as recorded in Minute Book ___ at Page ___.

Given under my hand and official seal on this the ___ day of _____, 20__.

_____
Notary Public in and for the
State of Mississippi

My Commission Expires: _____

Exhibit "A"

Shopping Center Land

Exhibit "B"

Annual Rentals

LEASE YEAR	APR	TOTAL RENTAL	ASSIGNEE'S RENTAL (7.72%)	ASSIGNOR'S RENTAL (92.28%)
December 21, 2005-December 20, 2006	1.05	26,291.64	2,029.71	24,261.93
December 21, 2006-December 20, 2007	1.05	27,606.22	2,131.20	25,475.02
December 21, 2007-December 20, 2008	1.05	28,986.53	2,237.76	26,748.77
December 21, 2008-December 20, 2009	1.05	30,435.86	2,349.65	28,086.21
December 21, 2009-December 20, 2010	1.05	31,957.65	2,467.13	29,490.52
December 21, 2010-December 20, 2011	1.05	33,555.54	2,590.49	30,965.05
December 21, 2011-December 20, 2012	1.05	35,233.31	2,720.01	32,513.30
December 21, 2012-December 20, 2013	1.05	36,994.98	2,856.01	34,138.97
December 21, 2013-December 20, 2014	1.05	38,844.73	2,998.81	35,845.92
December 21, 2014-December 20, 2015	1.05	40,786.96	3,148.75	37,638.21
December 21, 2015-December 20, 2016	1.05	42,826.31	3,306.19	39,520.12
December 21, 2016-December 20, 2017	1.05	44,967.63	3,471.50	41,496.13
December 21, 2017-December 20, 2018	1.05	47,216.01	3,645.08	43,570.93
December 21, 2018-December 20, 2019	1.05	49,576.81	3,827.33	45,749.48
December 21, 2019-December 20, 2020	1.05	52,055.65	4,018.70	48,036.95
December 21, 2020-December 20, 2021	1.05	54,658.43	4,219.63	50,438.80
December 21, 2021-December 20, 2022	1.05	57,391.35	4,430.61	52,960.74
December 21, 2022-December 20, 2023	1.05	60,260.92	4,652.14	55,608.78
December 21, 2023-December 20, 2024	1.05	63,273.97	4,884.75	58,389.22
December 21, 2024-December 20, 2025	1.05	66,437.66	5,128.99	61,308.67
December 21, 2025-December 20, 2026	1.05	69,759.55	5,385.44	64,374.11
December 21, 2026-December 20, 2027	1.05	73,247.53	5,654.71	67,592.82
December 21, 2027-December 20, 2028	1.05	76,909.90	5,937.44	70,972.46
December 21, 2028-December 20, 2029	1.05	80,755.40	6,234.32	74,521.08
December 21, 2029-December 20, 2030	1.05	84,793.17	6,546.03	78,247.14
December 21, 2030-December 20, 2031	1.05	89,032.83	6,873.33	82,159.50
December 21, 2031-December 20, 2032	1.05	93,484.47	7,217.00	86,267.47
December 21, 2032-December 20, 2033	1.05	98,158.69	7,577.85	90,580.84
December 21, 2033-December 20, 2034	1.05	103,066.63	7,956.74	95,109.89
December 21, 2034-December 20, 2035	1.05	108,219.96	8,354.58	99,865.38

EXHIBIT "A"
LEGAL DESCRIPTION: 0.772 ACRE OUTPARCEL,

A PARCEL OF LAND SITUATED IN THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, HARRISON COUNTY, MISSISSIPPI; THENCE SOUTH 89 DEGREES 42 MINUTES 00 SECONDS WEST, A DISTANCE OF 71.44 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 23 SECONDS WEST, A DISTANCE OF 64.06 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF COMMUNITY ROAD AND THE WEST RIGHT-OF-WAY OF KLEIN ROAD; THENCE SOUTH 89 DEGREES 36 MINUTES 43 SECONDS WEST, ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF COMMUNITY ROAD WITH AN EXISTING 100.00 FEET RIGHT-OF-WAY FOR A DISTANCE OF 3,054.02 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 17 SECONDS EAST, A DISTANCE OF 194.20 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 43 SECONDS WEST, A DISTANCE OF 226.75 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 17 SECONDS EAST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 43 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 17 SECONDS EAST, A DISTANCE OF 0.45 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 43 SECONDS WEST, A DISTANCE OF 130.71 FEET TO THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 49; THENCE SOUTH 07 DEGREES 52 MINUTES 01 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 74.84 FEET; THENCE SOUTH 16 DEGREES 10 MINUTES 42 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY 494.65 FEET; THENCE SOUTH 12 DEGREES 01 MINUTES 07 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 299.65 FEET; THENCE SOUTH 04 DEGREES 22 MINUTES 29 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 102.17 FEET; THENCE SOUTH 08 DEGREES 59 MINUTES 47 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 60.25 FEET; THENCE SOUTH 11 DEGREES 47 MINUTES 34 SECONDS EAST, ALONG SAID RIGHT-OF-WAY A DISTANCE OF 99.34 FEET; THENCE SOUTH 76 DEGREES 03 MINUTES 39 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 12.07 FEET; THENCE SOUTH 16 DEGREES 09 MINUTES 59 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 298.04 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF CROSSROADS PARKWAY AND THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 49, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF CROSSROADS PARKWAY, NORTH 71 DEGREES 56 MINUTES 49 SECONDS EAST A DISTANCE OF 89.75

FEET TO A CONCRETE MONUMENT FOUND; THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 99.12 FEET AND A RADIUS OF 804.50 FEET TO A PK NAIL SET HAVING A CHORD BEARING AND DISTANCE OF N76°43'33"E 99.05 FEET; THENCE SOUTH 09 DEGREES 44 MINUTES 53 SECONDS EAST A DISTANCE OF 15.00 FEET TO A PK NAIL SET; THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 40.09 FEET AND A RADIUS OF 86.00 FEET TO A PK NAIL HAVING A CHORD BEARING AND DISTANCE OF SOUTH 23 DEGREES 06 MINUTES 17 SECONDS EAST 39.73 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 112.05 FEET AND A RADIUS OF 286.00 FEET TO A PK NAIL SET HAVING A CHORD BEARING AND DISTANCE SOUTH 25 DEGREES 14 MINUTES 17 SECONDS EAST 111.33 FEET; THENCE SOUTH 63 DEGREES 34 MINUTES 45 SECONDS WEST A DISTANCE OF 176.28 FEET TO AN IRON ROD FOUND; THENCE NORTH 26 DEGREES 26 MINUTES 25 SECONDS WEST A DISTANCE OF 200.93 FEET TO THE POINT OF BEGINNING, CONTAINING 0.772 ACRES MORE OR LESS.

July 9, 2007, Item # 34

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER CONCURRING IN A PARTIAL ASSIGNMENT AND ASSUMPTION AND PARTIAL TERMINATION OF SIXTEENTH SECTION COMMERCIAL LEASE CONTRACT BY AND BETWEEN TW, INC., CROSSROADS PARTNERS, LLC AND THE HARRISON COUNTY BOARD OF EDUCATION, AND AUTHORIZING THE PRESIDENT AND CLERK OF THE BOARD TO EXECUTE SAME

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY CONCUR in a partial assignment and assumption and partial termination of Sixteenth Section commercial lease contract by and between TW, Inc., Crossroads Partners, LLC and the Harrison County Board of Education.

IT IS FURTHER ORDERED that the Board does HEREBY AUTHORIZE the president and clerk of the Board to execute the partial assignment which follows this Order as **Exhibit A.**

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS, the 9th day of July 2007.

* * *

EXHIBIT B

PARTIAL ASSIGNMENT

PARTIAL ASSIGNMENT AND ASSUMPTION AND PARTIAL TERMINATION OF SIXTEENTH SECTION COMMERCIAL LEASE CONTRACT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION AND PARTIAL TERMINATION OF SIXTEENTH SECTION COMMERCIAL LEASE CONTRACT (this "Agreement") is entered into effective as of JUNE 25, 2007 (the "Effective Date"), by and between TW, INC. ("Assignor"), a Mississippi corporation, as assignor, and CROSSROADS PARTNERS, LLC ("Assignee"), a Florida limited liability company, as assignee, and joined by The Harrison County Board of Education ("Ground Lessor"), as ground lessor, for the purposes stated in this Agreement.

Preliminary Statements:

The following preliminary statements are a material part of this Agreement.

A. Ground Lessor, as lessor, and Assignor, as lessee, have previously entered into that certain Sixteenth Section Commercial Lease Contract (the "Lease"), dated December 21, 1995, filed for record December 21, 1995, recorded in Book 1322, beginning at Page 518 in the records of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, by the terms of which Ground Lessor leased to Assignor certain real property containing approximately 10 acres of land more or less, situated in the City of Gulfport, Harrison County, Mississippi, more particularly described in the Lease (the "Property").

B. Assignor desires to assign all of Assignor's rights, titles, and interests in and to the Lease to the extent same relate to a portion of the Property, such portion containing approximately 0.772 acres of land more or less, more particularly described on Exhibit "A", attached to this Agreement and made a part of this Agreement for all purposes (the "Shopping Center Land"), to Assignee, subject to the lien for ad valorem taxes for the current year and all reservations, claims, liens, easements, covenants and encumbrances of record (the "Permitted Encumbrances").

C. Assignee desires to accept such assignment and assume all duties, liabilities and obligations under the Lease to the extent same relate to the Shopping Center Land.

Agreements:

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by all the parties hereto, Assignor and Assignee hereby covenant and agree as follows:

1. Partial Assignment. Assignor hereby assigns, transfers, conveys and delegates to Assignee all of Assignor's rights, titles and interests in and to the Lease to the extent, and only to the extent, the same relates to the Shopping Center Land and all of the benefits, entitlements, hereditaments, rights and privileges relating thereto effective as of the Effective Date, including, without limitation, full right and authority to negotiate a new ground lease with Ground Lessor relating to the Shopping Center Land, subject to the Permitted Encumbrances.

2. Assumption. As of the Effective Date, Assignee assumes, covenants and agrees to be bound by the provisions of the Lease and the Permitted Encumbrances including, without limitation, (a) that certain Memorandum of Lease (the "Memorandum") made and entered into by and between Assignor and Brinker Mississippi, Inc., dated February 4, 2000, recorded in Book 1488, beginning at Page 421 in the records of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, and (b) that certain Declaration of Limitation on Use of Property (the "Declaration") made and entered into by Assignor and TWAD, Inc., dated November 28, 2000, recorded in Book 1529, beginning at Page 431 in the records of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, and (c) that certain Agreement Regarding Restrictive Covenants made and entered into by and among Royal Casino Corporation, Assignor, and TWAD, Inc., dated July 28, 1998, recorded in Book 1417, beginning at Page 529 in the records of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, to the extent, and only to the extent, the same relates to the Shopping Center Land, and undertakes and assumes each and every one of Assignor's obligations thereunder, all with the same force and effect as if Assignee were the original lessee of the Shopping Center Land under the Lease and original party to the Permitted Encumbrances. Assignee acknowledges and agrees that the Memorandum and the Declaration run with the Land and bind Assignee and its successors and assigns. In addition, Assignee covenants and agrees that neither Assignee nor any person or entity owned by Assignee, under Assignee's control, or under common control with Assignee, shall lease, rent, occupy or permit all or any portion of the Shopping Center Land to be occupied or used as a restaurant which sells or prepares chicken as its primary product (for example, Chick-fil-A, Popeye's, Wing Stop, Church's and KFC).

3. Partial Termination. By execution of this Agreement, Ground Lessor hereby acknowledges and agrees with Assignor that, as of the Effective Date, the Lease is terminated to the extent, and only to the extent, the same relates to the Shopping Center Land, and that from and after the Effective Date, Assignor is hereby released from all duties, liabilities and obligations (and shall relinquish all rights, titles and interests) under the Lease with respect to the Shopping Center Land, and in accordance with Paragraph 6 of the Lease, the amount of annual ground rental payable by Assignor to Ground Lessor for non-gaming commercial use shall be equitably adjusted as of the Effective Date based on the number of square feet of land constituting the Shopping Center Land to be leased directly from Ground Lessor to Assignee and the number of square feet remaining under the Lease. Such adjustment shall result in Assignee and Assignor paying directly to Ground Lessor only the amounts of annual rentals set forth in Exhibit "B" attached to this Agreement and made a part of this Agreement for all purposes, provided, however, that Assignee shall only be responsible for a pro-rata portion of the annual rental for the first lease year set forth in the column designated as "Assignee's Rental" on Exhibit "B" ("Assignee's First Year Rental") in an amount equal to the product of Assignee's First Year

Rental divided by three hundred sixty-five (365) multiplied by the actual number of calendar days in the period beginning on the Effective Date and ending on (and including) December 20, 2006. Assignor and Ground Lessor hereby acknowledge and agree that the Lease will remain valid and effective with respect to all of the Property (including, without limitation, any rights to renew, any and all rights relating to the acquisition of additional leasehold interests and the terms of any additional leases) other than the Shopping Center Land.

4. Limited Representations and Warranties. ASSIGNEE ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN AND LIMITED BY SECTION 2 OF THAT CERTAIN PURCHASE AGREEMENT DATED MAY 31, 2006 BY AND BETWEEN ASSIGNOR AND ASSIGNEE, ASSIGNOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASEHOLD ESTATE UNDER THE LEASE OR THE SHOPPING CENTER LAND, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASEHOLD ESTATE UNDER THE LEASE OR THE SHOPPING CENTER LAND, (C) THE SUITABILITY OF THE LEASEHOLD ESTATE UNDER THE LEASE OR THE SHOPPING CENTER LAND FOR ANY AND ALL ACTIVITIES AND USES WHICH ASSIGNEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASEHOLD ESTATE UNDER THE LEASE OR THE SHOPPING CENTER LAND OR THEIR OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASEHOLD ESTATE UNDER THE LEASE OR THE SHOPPING CENTER LAND, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASEHOLD ESTATE UNDER THE LEASE OR THE SHOPPING CENTER LAND, AND SPECIFICALLY THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, ASSIGNOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASEHOLD ESTATE UNDER THE LEASE OR THE SHOPPING CENTER LAND, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. ASSIGNEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASEHOLD ESTATE UNDER THE LEASE AND THE SHOPPING CENTER LAND, ASSIGNEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASEHOLD ESTATE UNDER THE LEASE AND THE SHOPPING CENTER LAND AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY ASSIGNOR. ASSIGNEE FURTHER ACKNOWLEDGES AND AGREES

THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASEHOLD ESTATE UNDER THE LEASE OR THE SHOPPING CENTER LAND WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT ASSIGNOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. ASSIGNEE FURTHER ACKNOWLEDGES AND AGREES THAT THE PARTIAL ASSIGNMENT PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS."

5. Proration of Taxes. Assignee shall use reasonable and diligent good faith efforts to cause the Shopping Center Land to be assessed as a parcel separately from the remaining portions of the Property for real estate ad valorem tax purposes. Assignor hereby agrees, at no cost or expense to Assignor, to reasonably cooperate with Assignee to cause the Shopping Center Land to be so assessed and Assignor hereby agrees to execute any document reasonably required in connection therewith. Assignor and Assignee hereby agree that until such time as the Shopping Center Land is a separately assessed parcel for tax purposes, each party shall pay its proportionate share of real estate ad valorem taxes relating to the tax parcel(s) including the Shopping Center Land based upon the number of acres located within the Shopping Center Land as compared to the number of acres within the tax parcel(s) of which the Shopping Center Land is/are a part. Until such time as the Shopping Center Land is a separately assessed parcel for tax purposes, Assignor and Assignee shall each be responsible for the payment of taxes levied upon the improvements located upon their respective parcels based upon information obtained from the office of the tax assessor. In the event such information is not available, each party shall pay its proportionate share of taxes levied upon improvements located on its respective parcel as may be reasonably determined by Assignor and Assignee.

6. Notice Addresses. Any notice, request, demand, instruction or other communication to be given to any party hereunder shall be in writing, and shall be deemed to be delivered, whether actually received or not, upon (a) personal delivery by courier (including overnight delivery service such as Federal Express), or (b) on the third (3rd) day after deposit of the original in a regularly maintained official depository of the United States Mail located in the continental United States, and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below (or to such other address as may be from time to time provided in writing)

Assignee's notice address shall be as follows:

Crossroads Partners, LLC
c/o D&D Development, LLC
222 U.S. Highway 1, Suite 208
Tequesta, FL 33469
Attn: Donald Chasen
Telephone: (561) 676-9310
Facsimile: (561) 744-6422

With a copy to: Crossroads Partners, LLC
286 Beauvoir Road

Suite 200
Biloxi, MS 39531-1914
Attention: Brooks Holstein
Telephone: (228) 594-3400
Facsimile: (228) 594-3401

And with a copy to: Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
Attn: William S. Mendenhall
4268 I 55 North
Meadowbrook Office Park
Jackson, MS 39211
Telephone: (601) 969-4647
Facsimile: (601) 714-9947

Assignor's notice address shall be as follows:

TW, Inc.
c/o Worrell Investments, Inc.
6909 Vassar
Dallas, Texas 75205
Attention: Mr. Terry N. Worrell
Telephone: (214) 360-0015
Facsimile: (214) 360-9155

With a copy to: Bloodworth Carroll & Banowsky, P.C.
12221 Merit Drive, Suite 1680
Dallas, TX 75251
Attention: Thomas L. Bloodworth, Esq.
Telephone: (214) 234-2722
Facsimile: (214) 234-2727

7. Entire Agreement. This Agreement and the exhibits attached to this Agreement contain the entire agreement between the parties, and no promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by either party. Each party has relied upon its own examination of the full Agreement and the provisions hereof, and the counsel of its own advisors, and the warranties, representations, covenants, and agreements expressly contained in this Agreement. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by the parties hereto. In the event that any litigation arises hereunder, it is specifically stipulated that this Agreement shall be interpreted and construed according to the laws of the State of Mississippi. Venue for any legal action arising out of this Agreement shall be Harrison County, Mississippi. Further, the prevailing party in any litigation between the parties shall be entitled to recover, as a part of its judgment, reasonable attorneys' fees and costs of suit.

8. Effect of Agreement. All of the covenants and agreements contained herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors and assigns.

9. Cooperation. Assignor and Assignee agree that they will without further consideration cooperate regarding the execution and delivery of such other documents and take such other action as may be reasonably useful or convenient for one another to consummate more effectively the purpose of subject matter of this Agreement.

10. Headings. The article headings contained in this Agreement are for purposes of identification only and shall not be considered in construing this Agreement.

11. Time of Essence. Time is of the essence with respect to the performance of all obligations set forth herein and the consummation of all transactions contemplated by this Agreement.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

13. Exhibits. All exhibits described in this Agreement are by this reference fully incorporated into this Agreement and made a part of this Agreement for all purposes.

14. Full Execution. This Agreement shall not be effective and binding unless and until fully executed by all of the parties hereto.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement effective as of the day and year first written above.

Assignor:

TW, INC.

By: _____
Its: _____

STATE OF _____ §
§
COUNTY OF _____ §

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2005, within my jurisdiction, the within named Terry N. Worrell, who acknowledged that he is the President of TW, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

WITNESS my hand and official seal this ___ day of _____, 20__.

_____
Notary Public in and for the State of _____

My Commission Expires: _____

Assignee:

CROSSROADS PARTNERS, LLC

By: _____
Its: _____

STATE OF _____ §
§
COUNTY OF _____ §

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2006, within my jurisdiction, the within named _____, who acknowledged that (he) (she) is _____ of Crossroads Partners, LLC, a Florida [manager/member]-managed limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

WITNESS my hand and official seal this ___ day of _____, 20__.

_____
Notary Public in and for the State of _____

My Commission Expires: _____

JOINDER

Ground Lessor has joined in the execution of this Agreement for the sole purposes of (i) acknowledging and confirming that the Lease described in this Agreement is a full and complete description of all agreements made between Ground Lessor and Assignor, (ii) acknowledging and confirming Ground Lessor's consent to Assignor's assignment and transfer of Assignor's leasehold interest in and to the Shopping Center Land to Assignee pursuant to the terms of this Agreement, (iii) acknowledging and confirming Ground Lessor's consent to the partial termination of the Lease to the extent the same relates to the assignment and transfer of Assignor's leasehold interest in and to the Shopping Center Land pursuant to the terms of this Agreement, (iv) acknowledging and confirming that Ground Lessor is not aware of any fact or circumstance which would constitute a default under the Lease and (v) acknowledging and confirming Ground Lessor's consent to the other terms and covenants contained in this Agreement.

Ground Lessor:

THE HARRISON COUNTY BOARD OF EDUCATION

By: _____
Henry Arledge,
Superintendent of Education

By: _____
~~William Bradley,~~ THEODORE HARDER, JR.
President of the Board of Education

STATE OF MISSISSIPPI §
§
COUNTY OF HARRISON §

This day personally appeared before me, the undersigned authority at law in and for the above named State and County, the within named Superintendent of Education and the President of the Board of the Board of Education of Harrison County, Mississippi, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, in the capacity therein set forth, and after having been authorized to do so by Order of said Board as recorded in Minute Book ___ at Page ___.

Given under my hand and official seal on this the 3rd day of July, 2007

Jodi L. Trosclair
Notary Public in and for the
State of Mississippi

My Commission Expires: 4/4/2011

APPROVAL

The Harrison County, Mississippi Board of Supervisors does hereby approve this Agreement and the consideration stipulated for in this Agreement.

WITNESS THE SIGNATURE of the said Board of Supervisors on this the ___ day of _____, _____.

HARRISON COUNTY, MISSISSIPPI
BOARD OF SUPERVISORS

By: _____
Larry Benefield,
President of the Board of Supervisors

ATTEST:

_____
Clerk of the Board of Supervisors

STATE OF MISSISSIPPI §
§
COUNTY OF HARRISON §

This day personally appeared before me, the undersigned authority at law in and for the above named State and County, the within named Superintendent of Education and the President of the Board of the Board of Education of Harrison County, Mississippi, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, in the capacity therein set forth, and after having been authorized to do so by Order of said Board as recorded in Minute Book ___ at Page ___.

Given under my hand and official seal on this the ___ day of _____, 20__.

_____
Notary Public in and for the
State of Mississippi

My Commission Expires: _____

Exhibit "A"

Shopping Center Land

Exhibit "B"

Annual Rentals

LEASE YEAR	APR	TOTAL RENTAL	ASSIGNEE'S RENTAL (7.72%)	ASSIGNOR'S RENTAL (92.28%)
December 21, 2005-December 20, 2006	1.05	26,291.64	2,029.71	24,261.93
December 21, 2006-December 20, 2007	1.05	27,606.22	2,131.20	25,475.02
December 21, 2007-December 20, 2008	1.05	28,986.53	2,237.76	26,748.77
December 21, 2008-December 20, 2009	1.05	30,435.86	2,349.65	28,086.21
December 21, 2009-December 20, 2010	1.05	31,957.65	2,467.13	29,490.52
December 21, 2010-December 20, 2011	1.05	33,555.54	2,590.49	30,965.05
December 21, 2011-December 20, 2012	1.05	35,233.31	2,720.01	32,513.30
December 21, 2012-December 20, 2013	1.05	36,994.98	2,856.01	34,138.97
December 21, 2013-December 20, 2014	1.05	38,844.73	2,998.81	35,845.92
December 21, 2014-December 20, 2015	1.05	40,786.96	3,148.75	37,638.21
December 21, 2015-December 20, 2016	1.05	42,826.31	3,306.19	39,520.12
December 21, 2016-December 20, 2017	1.05	44,967.63	3,471.50	41,496.13
December 21, 2017-December 20, 2018	1.05	47,216.01	3,645.08	43,570.93
December 21, 2018-December 20, 2019	1.05	49,576.81	3,827.33	45,749.48
December 21, 2019-December 20, 2020	1.05	52,055.65	4,018.70	48,036.95
December 21, 2020-December 20, 2021	1.05	54,658.43	4,219.63	50,438.80
December 21, 2021-December 20, 2022	1.05	57,391.35	4,430.61	52,960.74
December 21, 2022-December 20, 2023	1.05	60,260.92	4,652.14	55,608.78
December 21, 2023-December 20, 2024	1.05	63,273.97	4,884.75	58,389.22
December 21, 2024-December 20, 2025	1.05	66,437.66	5,128.99	61,308.67
December 21, 2025-December 20, 2026	1.05	69,759.55	5,385.44	64,374.11
December 21, 2026-December 20, 2027	1.05	73,247.53	5,654.71	67,592.82
December 21, 2027-December 20, 2028	1.05	76,909.90	5,937.44	70,972.46
December 21, 2028-December 20, 2029	1.05	80,755.40	6,234.32	74,521.08
December 21, 2029-December 20, 2030	1.05	84,793.17	6,546.03	78,247.14
December 21, 2030-December 20, 2031	1.05	89,032.83	6,873.33	82,159.50
December 21, 2031-December 20, 2032	1.05	93,484.47	7,217.00	86,267.47
December 21, 2032-December 20, 2033	1.05	98,158.69	7,577.85	90,580.84
December 21, 2033-December 20, 2034	1.05	103,066.63	7,956.74	95,109.89
December 21, 2034-December 20, 2035	1.05	108,219.96	8,354.58	99,865.38

EXHIBIT "A"
LEGAL DESCRIPTION: 0.772 ACRE OUTPARCEL,

A PARCEL OF LAND SITUATED IN THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, HARRISON COUNTY, MISSISSIPPI; THENCE SOUTH 89 DEGREES 42 MINUTES 00 SECONDS WEST, A DISTANCE OF 71.44 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 23 SECONDS WEST, A DISTANCE OF 64.06 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF COMMUNITY ROAD AND THE WEST RIGHT-OF-WAY OF KLEIN ROAD; THENCE SOUTH 89 DEGREES 36 MINUTES 43 SECONDS WEST, ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF COMMUNITY ROAD WITH AN EXISTING 100.00 FEET RIGHT-OF-WAY FOR A DISTANCE OF 3,054.02 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 17 SECONDS EAST, A DISTANCE OF 194.20 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 43 SECONDS WEST, A DISTANCE OF 226.75 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 17 SECONDS EAST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 43 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 17 SECONDS EAST, A DISTANCE OF 0.45 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 43 SECONDS WEST, A DISTANCE OF 130.71 FEET TO THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 49; THENCE SOUTH 07 DEGREES 52 MINUTES 01 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 74.84 FEET; THENCE SOUTH 16 DEGREES 10 MINUTES 42 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY 494.65 FEET; THENCE SOUTH 12 DEGREES 01 MINUTES 07 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 299.65 FEET; THENCE SOUTH 04 DEGREES 22 MINUTES 29 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 102.17 FEET; THENCE SOUTH 08 DEGREES 59 MINUTES 47 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 60.25 FEET; THENCE SOUTH 11 DEGREES 47 MINUTES 34 SECONDS EAST, ALONG SAID RIGHT-OF-WAY A DISTANCE OF 99.34 FEET; THENCE SOUTH 76 DEGREES 03 MINUTES 39 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 12.07 FEET; THENCE SOUTH 16 DEGREES 09 MINUTES 59 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 298.04 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF CROSSROADS PARKWAY AND THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 49, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF CROSSROADS PARKWAY, NORTH 71 DEGREES 56 MINUTES 49 SECONDS EAST A DISTANCE OF 89.75

FEET TO A CONCRETE MONUMENT FOUND; THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 99.12 FEET AND A RADIUS OF 804.50 FEET TO A PK NAIL SET HAVING A CHORD BEARING AND DISTANCE OF N76°43'33"E 99.05 FEET; THENCE SOUTH 09 DEGREES 44 MINUTES 53 SECONDS EAST A DISTANCE OF 15.00 FEET TO A PK NAIL SET; THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 40.09 FEET AND A RADIUS OF 86.00 FEET TO A PK NAIL HAVING A CHORD BEARING AND DISTANCE OF SOUTH 23 DEGREES 06 MINUTES 17 SECONDS EAST 39.73 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 112.05 FEET AND A RADIUS OF 286.00 FEET TO A PK NAIL SET HAVING A CHORD BEARING AND DISTANCE SOUTH 25 DEGREES 14 MINUTES 17 SECONDS EAST 111.33 FEET; THENCE SOUTH 63 DEGREES 34 MINUTES 45 SECONDS WEST A DISTANCE OF 176.28 FEET TO AN IRON ROD FOUND; THENCE NORTH 26 DEGREES 26 MINUTES 25 SECONDS WEST A DISTANCE OF 200.93 FEET TO THE POINT OF BEGINNING, CONTAINING 0.772 ACRES MORE OR LESS.

July 9, 2007, Item # 35

Supervisor **MARLIN R. LADNER** moved adoption of the following:

ORDER APPROVING AUTO AID AGREEMENT FOR HARRISON COUNTY/STONE COUNTY FOR VOLUNTEER FIRE DEPARTMENT SERVICES, AND AUTHORIZING THE BOARD PRESIDENT AND THE FIRE MARSHAL TO EXECUTE SAME

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE auto aid agreement for Harrison County/Stone County for volunteer fire department services, and does HEREBY AUTHORIZE the Board President and the Fire Marshal to execute same, which follows this Order as **Exhibit A.**

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

AUTO AID AGREEMENT
FOR
HARRISON COUNTY / STONE COUNTY
VOLUNTEER FIRE DEPARTMET

This Agreement, enter into as signed and dated by the participating parties hereto;

WHEREAS, each of the parties hereto desire to furnish automatic aid to each other in the event of an emergency situation, with which neither party might have sufficient equipment and personnel to cope, and, such event being, but not limited to; Fire Suppression, Hazardous Material Incident, Mass Casualty Incident, Extrication, or Stand-by Coverage, and

WHEREAS, such automatic aid agreement are authorized by Title 33 Chapter 15, Title 21 Chapter 19, Title 21, Chapter 21, Title 21 Chapter 25 of the Mississippi code 1972, Annotated.

NOW THEREFORE, the parties do mutually agree as follows:

ARTICLE I – TREM

This agreement shall commence at 12:00 am on the date signed and continue indefinitely subject to the right of each party to terminate as provided herein. (Mississippi State Code 1972, Annotation, Section 33-15-19, 21-19-23, 21-21-35 and 21-25-25).

ARTICLE II – SERVICES

A. In the event of an emergency situation which requires additional aid of equipment and personnel beyond that which each party is able to provide for itself, all parties hereto agree that the request of any party hereto the others will loan such equipment and personnel as the respective officials of the lending jurisdiction, in their discretion, shall determine can reasonably be spared at the time without placing their own community in jeopardy.

B. Since time is of the essence during emergencies as herein referred to, the authority to dispatch equipment and personnel or call for aid in accordance with the terms and conditions of this agreement shall be delegated specifically to the chief official or his / her designated representative of the parties hereto.

C. The lending party shall be responsible for the delivery of said equipment and personnel to the location specified by requesting party.

D. Upon arrival at said location, the officer in charge of the said equipment and personnel shall report to the officer in charge at the location of the emergency who shall assume full charge of all operation at the emergency location.

E. All equipment and personnel loaned hereunder shall be returned upon demand of the lending party or when released by the requesting party upon the cessation of the emergency. (Mississippi State Code 1972, Annotated, Section 33-15-19).

EXHIBIT
A

ARTICLE III – PAYMENT

No charge shall be assessed for service rendered by any party hereto. (Mississippi State Code 1972, Annotated, Title 33 Chapter 15)

ARTICLE IV – WAIVER OF CLAIMS

Each party hereto hereby waives all claims against the other for compensation for any loss, damage, personal injury or death occurring in consequence of performance of party, their agents or employees hereunder. (Mississippi State Code 1972, Annotated, Section 33-15-21)

ARTICLE V – TERMINATION

This Agreement may be terminated by either party upon at least thirty (30) days prior written notice to the other. (Mississippi State Code 1972, Annotated Section 33-15-19)

ARTICLE VI – INTEGRATION

This agreement contains the entire understanding between the parties, and there are no understandings or representation not set forth or incorporated by reference herein. No subsequent modification of this Agreement shall be of any force or effect unless in writing signed by the parties.

ARTICLE VII – COMPLIANCE WITH LAWS

In the performance of this Agreement, each party shall comply with all applicable Federal, State, and Local laws, Rules and Regulations. (Title 33 Military Affairs Chapter 15 Civil Defense of the Mississippi Code 1972, Annotated)

All parties undersigned do hereby agree to the agreement herein referred to

Fire Coordinator
Stone County Fire Services

_____Date_____

Fire Marshal
Harrison County Fire Service

_____Date_____

President
Stone County Board of Supervisors

_____Date_____

President
Harrison County Board of Supervisors

_____Date_____

July 9, 2007, Item # 36

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER FINDING THAT THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, HAS AWARDED HARRISON COUNTY THE D'IBERVILLE/EAST BILOXI WEED & SEED GRANT 2007-WS-Q7-0026 IN THE AMOUNT OF $199,133.00 FOR FY 2007/2008, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE GRANT AWARD

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY FIND that the Department of Justice, Office of Justice Programs, has awarded Harrison County the D'Iberville/East Biloxi Weed & Seed grant 2007-WS-Q7-0026 in the amount of $199,133.00 for FY 2007/2008, and does HEREBY AUTHORIZE the Board President to execute the grant award, which follows this Order as **Exhibit A**.

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

June 19, 2007

Mrs. Connie Rockco
Harrison County Board of Supervisors
P.O. Box Drawer CC
Gulfport, MS 39502-0860

Dear Mrs. Rockco:

On behalf of Attorney General Alberto Gonzales, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the CCDO FY 07 Weed and Seed Program Guide and Application Kit: Continuation Sites in the amount of $199,133 for Harrison County Board of Supervisors. This award will enable you to support activities within your Weed and Seed designated area.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Cory D. Randolph, Program Manager at (202) 307-0940; and
- Financial Questions, the Office of the Comptroller, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.oc@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Regina B. Schofield

Regina B. Schofield
Assistant Attorney General

Enclosures

EXHIBIT
A

Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

June 19, 2007

Mrs. Connie Rockco
Harrison County Board of Supervisors
P.O. Box Drawer CC
Gulfport, MS 39502-0860

Dear Mrs. Rockco:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities
from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at http://www.ojp.usdoj.gov/ocr/etfbo.htm.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. These employment provisions have been specifically incorporated into 28 C.F.R. Part 38.1(f) and 38.2(f). Consequently, in many circumstances, it would be impermissible for faith-based organizations seeking or receiving funding authorized by these statutes to have policies or practices that condition hiring and other employment-related decisions on the religion of applicants or employees. Programs subject to these nondiscrimination provisions may be found on OCR's website at http://www.ojp.usdoj.gov/ocr/. Questions about the regulation or the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42
U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements:(1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for $500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at http://www.ojp.usdoj.gov/ocr/eeop.htm. You may also request technical assistance from an EEOPspecialist at OCR by dialing (202) 616-3208.

If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with *all* of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at http://www.ojp.usdoj.gov/ocr/.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice
Office of Justice Programs
Office of Comptroller

Washington, D.C. 20531

June 19, 2007

Mrs. Connie Rockco
Harrison County Board of Supervisors
P.O. Box Drawer CC
Gulfport, MS 39502 - 0860

Reference Grant Number: 2007-WS-Q7-0026

Dear Mrs. Rockco:

I am pleased to inform you that my office has approved the following budget categories for the aforementioned grant award in the cost categories identified below:

Category	Budget
Personnel	$190,520
Fringe Benefits	$23,878
Travel	$1,000
Equipment	$0
Supplies	$33,998
Construction	$0
Contractual	$3,000
Other	$13,404
Total Direct Cost	$265,800
Indirect Cost	$0
Total Project Cost	$265,800
Federal Funds Approved:	$199,133
Non-Federal Share:	$66,667
Program Income:	$0

If you have questions regarding this award, please contact:

- Program Questions, Cory D. Randolph, Program Manager at (202) 307-0940; and

- Financial Questions, the Office of the Comptroller, Customer Service Center(CSC) at (800) 458-0786, or you may contact the CSC at ask.oc@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Marcia K. Paull

Marcia Paull
Chief Financial Officer

Department of Justice
Office of Justice Programs
Community Capacity Development Office

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
Harrison County Board of Supervisors
P.O. Box Drawer CC
Gulfport, MS 39502-0860

4. AWARD NUMBER: 2007-WS-Q7-0026

5. PROJECT PERIOD: FROM 10/01/2007 TO 09/30/2008
BUDGET PERIOD: FROM 10/01/2007 TO 09/30/2008

6. AWARD DATE 06/19/2007

7. ACTION
Initial

1A. GRANTEE IRS/VENDOR NO.
646000426

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
D'Iberville/East Biloxi Wood & Seed

10. AMOUNT OF THIS AWARD $ 199,133

11. TOTAL AWARD $ 199,133

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under 42 U.S.C. sections 103-105

15. METHOD OF PAYMENT

PAPRS

AGENCY APPROVAL	GRANTEE ACCEPTANCE
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Regina B. Schofield Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Connie Rockco President Harrison Co Board of Supervisors
17. SIGNATURE OF APPROVING OFFICIAL Regina B. Schofield	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
7	Q	WS	26	00	00		199133

21. WS07A30019

Department of Justice Office of Justice Programs **Community Capacity Development Office**	**AWARD CONTINUATION SHEET** **Grant**	PAGE 2 OF 3

PROJECT NUMBER 2007-WS-Q7-0026 AWARD DATE 06/19/2007

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. The grantee agrees to require that organizations which receive grant funds certify, as part of the contract, that they have appropriate hiring policies and screening procedures for employees who will be working with youth and other residents as part of the Weed and Seed strategy.

6. The grantee is encouraged to have at least one Safe Haven as a key element of the Weed and Seed strategy.

7. While specific program strategies may vary from site to site, the planning, development and execution for the following elements shall be common to all Weed and Seed sites. These common elements are: (1) to organize and regularly convene a Weed and Seed steering committee; (2) to maintain focus on the four components in the target neighborhood; (3) to screen applicants working with children while selecting and mobilizing resources to address neighborhood problems; (4) to regularly revisit goals, objectives, and the implementation strategies and schedules; (5) to adhere to the site development benchmarks as outlined in the annual Weed and Seed solicitations. Failure to substantially comply with these elements is cause to discontinue grant funding.

8. Grantee agrees that if it chooses to award mini grants (sub-grants), those mini grant awards will be made for criminal justice purposes. Grantee agrees to submit documentation of procedures for award and management of the mini grant process within 90 days of award, if they have not already done so. Grantee also agrees to ensure that these procedures comply with the OJP Financial Guide. For purposes of this condition, "criminal justice purposes" shall mean those activities contemplated in the definition of "criminal justice" found in the Omnibus Crime Control and Safe Streets Act, 42 U.S.C : 3791 (a)(1). "Criminal justice" is defined as " activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction,and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency."

9. Grantee agrees to submit a copy of approved Weed and Seed Steering Committee Policies and Procedures within 90 days of award.

10. The grantee agrees to submit a Government Performance Results Act (GPRA) Report for each calendar year in which the grant remains open. These GPRA reports are due in CCDO by May 31st of each year, reporting the results from the preceding calendar year.

PROJECT NUMBER 2007-WS-Q7-0026 AWARD DATE 06/19/2007

SPECIAL CONDITIONS

11. Grantee acknowledges that this award has a limited obligation and payment period and is not eligible to be supplemented with funds from other fiscal years. Therefore, timely implementation of this project is encouraged.

12. The grantee/fiscal agent and Steering Committee recognizes that it must come into compliance with all new statutory requirements for Weed and Seed programs within 90 days of accepting the award. See 42 U.S.C. Section 104. This includes, but is not limited to, amending its existing Operating Policies and Procedures, consistent with guidance that will be provided by CCDO, to include the U.S. Attorney (for the District encompassing the community) and the Drug Enforcement Administration's special agent in charge (for the jurisdiction encompassing the community) as voting members of the Steering Committee.

13. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds $100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the OJP Financial Guide.

14. Approval of this award does not indicate approval of any consultant rate in excess of $450 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

15. The recipient may not obligate, expend, or draw down any funds until documentation verifying the recipient's compliance with CCDO's program requirements has been submitted to the OJP program office and a Grant Adjustment Notice has been issued removing this condition.

16. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

Department of Justice

Office of Justice Programs

Community Capacity Development Office

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Dennis E. Greenhouse, Director, CCDO

Subject: Categorical Exclusion for Harrison County Board of Supervisors

The subject project involves the following:

During this project period, law enforcement efforts will focus on coordinated efforts to reduce crime and improve the relationship and communication between the cities of D'Iberville and Biloxi, law enforcement agencies, and the community. Community policing goals include increasing police/community partnerships to promote and strengthen the community policing efforts through community education and other outreach activities. Prevention, intervention, and treatment goals include reducing the number of youth from the target area that enter the criminal justice system by providing educational and recreational enrichment activities and making services more accessible to the community. Neighborhood restoration goals include providing assistance to TANF recipients with educational opportunities and employment opportunities, reducing the number of dilapidated structures and unkempt and unsafe vacant lots, and increasing the housing opportunities for the low-to-moderate income residents.

None of the following activities will be conducted either under the OJP federal action or a related third party action:

1. New construction.

2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) location within a 100-year floodplain.

3. A renovation which will change the basic use of a facility or significantly change its size.

4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.

5. Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4.(b) of Appendix D to Part 61 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment of a project which when viewed in its entirety would not meet the criteria for a categorical exclusion.

Department of Justice
Office of Justice Programs

Community Capacity Development Office

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2007-WS-Q7-0026

This project is supported under 42 U.S.C. sections 103-105

1. STAFF CONTACT (Name & telephone number)

Cory D. Randolph
(202) 307-0940

2. PROJECT DIRECTOR (Name, address & telephone number)

Rene Davis
Site Coordinator
11975B Seaway Road
Gulfport, MS 39503-6015
(228) 896-3770

3a. TITLE OF THE PROGRAM

CCDO FY 07 Weed and Seed Program Guide and Application Kit: Continuation Sites

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

D'Iberville/East Biloxi Weed & Seed

5. NAME & ADDRESS OF GRANTEE

Harrison County Board of Supervisors
P.O. Box Drawer CC
Gulfport, MS 39502-0860

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2007 TO: 09/30/2008

8. BUDGET PERIOD

FROM: 10/01/2007 TO: 09/30/2008

9. AMOUNT OF AWARD

$ 199,133

10. DATE OF AWARD

06/19/2007

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The D'Iberville/East Biloxi Weed and Seed site received Official Recognition in June 2004. This is the site's third award to implement its strategy. The designated area includes the entire city of D'Iberville -- bordered by Lamey Street to the west, Gorenflo Avenue to the east, Back Bay to the south and the Tchoutabouffa River to the north - and the east section of the City of Biloxi that includes Veteran's Avenue east to Point Cadet and Highway 90 (Beach Boulevard) north to the bay.

During this project period, law enforcement efforts will focus on coordinated efforts to reduce crime and improve the relationship and communication between the cities of D'Iberville and Biloxi, law enforcement agencies, and the community. Community policing goals include increasing police/community partnerships to promote and strengthen the community policing efforts through community education and other outreach activities.

Prevention, intervention, and treatment goals include reducing the number of youth from the target area that enter the criminal justice system by providing educational and recreational enrichment activities and making services more accessible to the community. Neighborhood restoration goals include providing assistance to TANF recipients with educational opportunities and employment opportunities, reducing the number of dilapidated structures and unkempt and unsafe vacant lots, and increasing the housing opportunities for the low-to-moderate income residents.

The site has allocated $106,580 of the total $199,133 award to support weeding activities, including community policing.

Each Weed and Seed site is required to demonstrate its local coordination efforts in its application for Official Recognition and include a firm commitment of either time or resources to the project in a specific Memorandum of Understanding.

ca/ncf

Department of Justice

Office of Justice Programs

Community Capacity Development Office

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Dennis E. Greenhouse, Director, CCDO

Subject: Categorical Exclusion for Harrison County Board of Supervisors

The subject project involves the following:

During this project period, law enforcement efforts will focus on coordinated efforts to reduce crime and improve the relationship and communication between the cities of D'Iberville and Biloxi, law enforcement agencies, and the community. Community policing goals include increasing police/community partnerships to promote and strengthen the community policing efforts through community education and other outreach activities. Prevention, intervention, and treatment goals include reducing the number of youth from the target area that enter the criminal justice system by providing educational and recreational enrichment activities and making services more accessible to the community. Neighborhood restoration goals include providing assistance to TANF recipients with educational opportunities and employment opportunities, reducing the number of dilapidated structures and unkempt and unsafe vacant lots, and increasing the housing opportunities for the low-to-moderate income residents.

None of the following activities will be conducted either under the OJP federal action or a related third party action:

1. New construction.

2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) location within a 100-year floodplain.

3. A renovation which will change the basic use of a facility or significantly change its size.

4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.

5. Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4.(b) of Appendix D to Part 61 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment of a project which when viewed in its entirety would not meet the criteria for a categorical exclusion.

Department of Justice
Office of Justice Programs

Community Capacity Development Office

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2007-WS-Q7-0026

This project is supported under 42 U.S.C. sections 103-105

1. STAFF CONTACT (Name & telephone number)

Cory D. Randolph
(202) 307-0940

2. PROJECT DIRECTOR (Name, address & telephone number)

Rene Davis
Site Coordinator
11975B Seaway Road
Gulfport, MS 39503-6015
(228) 896-3770

3a. TITLE OF THE PROGRAM

CCDO FY 07 Weed and Seed Program Guide and Application Kit: Continuation Sites

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

D'Iberville/East Biloxi Weed & Seed

5. NAME & ADDRESS OF GRANTEE

Harrison County Board of Supervisors
P.O. Box Drawer CC
Gulfport, MS 39502-0860

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2007 TO: 09/30/2008

8. BUDGET PERIOD

FROM: 10/01/2007 TO: 09/30/2008

9. AMOUNT OF AWARD

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10. DATE OF AWARD

06/19/2007

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ca/ncf

Harrison County Development Commission
GULF COAST BUSINESS TECHNOLOGY CENTER
Income Statement - Accrual Basis
As of April 30, 2007

		April Actuals	Monthy Budget	Monthly Variance	YTD Total	YTD Budget	YTD Variance	Annual Budget	FY %
Income									
7221	Interest-Reserve.	625.40	250.00	375.40	4,356.10	1,750.00	2,606.10	3,000.00	145%
7300	Rental Income	27,065.00	20,670.00	6,395.00	173,872.03	144,690.00	29,182.03	248,048.00	70%
7320	Misc. Income	809.09	650.00	159.09	6,140.38	4,550.00	1,590.38	7,800.00	79%
7325	Reimb - Postage	149.94	350.00	(200.06)	2,686.14	2,450.00	236.14	4,200.00	64%
7330	Reimb - Fax	37.20	50.00	(12.80)	70.10	350.00	(279.90)	600.00	12%
7335	Reimb - Office Supplies	0.00	10.00	(10.00)	0.00	70.00	(70.00)	120.00	0%
7340	Reimb - Op & Maint	134.12	250.00	(115.88)	1,091.90	1,750.00	(658.10)	3,000.00	36%
7350	Insurance Remittance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
7500	Grant Income	0.00	0.00	0.00	15,000.00	0.00	15,000.00	0.00	0%
Total Income		**28,820.75**	**22,230.00**	**6,590.75**	**203,216.65**	**155,610.00**	**47,606.65**	**266,768.00**	**76%**
Expenses									
Operating Expenses									
4000	reconcilation discrpeancies	487.87	0.00	487.87	487.87	0.00	487.87	0.00	
4500	Management Fee	5,416.67	5,417.00	(0.33)	37,916.69	37,919.00	(2.31)	65,000.00	58%
4750	Travel	0.00	500.00	(500.00)	766.33	3,900.00	(3,133.67)	5,600.00	14%
4751	Tenant Relations	3,142.75	600.00	2,542.75	5,712.27	2,900.00	2,812.27	4,700.00	122%
4752	Continuing Education	0.00	500.00	(500.00)	50.00	1,700.00	(1,650.00)	2,200.00	2%
5010	Postage/Shipping	75.00	325.00	(250.00)	2,129.68	2,275.00	(145.32)	3,900.00	55%
5011	Reimb - Postage	196.07	200.00	(3.93)	1,393.21	1,400.00	(6.79)	2,400.00	58%
5020	Telephone Service	535.03	445.00	90.03	3,483.24	3,115.00	368.24	5,340.00	65%
5021	Reimb - Fax	10.23	25.00	(14.77)	99.24	175.00	(75.76)	300.00	33%
5100	Utility/Electricity	4,794.01	4,000.00	794.01	31,931.05	28,200.00	3,731.05	52,700.00	61%
5110	Utility-Gas	962.24	1,600.00	(637.76)	6,651.56	11,900.00	(5,248.44)	15,200.00	44%
5111	Utility-Water	376.42	100.00	276.42	909.28	700.00	209.28	1,200.00	76%
5220	Advertising/Marketing	210.00	600.00	(390.00)	5,588.98	4,200.00	1,388.98	7,200.00	78%
5440	Repairs/Maintenance	1,328.58	450.00	878.58	3,715.89	3,150.00	565.89	5,400.00	69%
5447	Janitor/Bldg. Ser Contract	2,083.71	2,100.00	(16.29)	13,381.69	14,700.00	(1,318.31)	25,200.00	53%
5500	Legal Fees	0.00	80.00	(80.00)	0.00	560.00	(560.00)	960.00	0%
5700	Building Insurance	4,171.67	1,903.00	2,268.67	28,341.18	13,321.00	15,020.18	22,836.00	124%
5710	Dues/Subs/Membership	0.00	0.00	0.00	798.00	1,265.00	(467.00)	1,540.00	52%
5810	Contract Ser/Professional	2,476.89	375.00	2,101.89	4,319.16	2,625.00	1,694.16	4,500.00	96%
5811	Maintenance-HVAC	1,304.67	1,200.00	104.67	9,787.63	8,400.00	1,387.63	14,400.00	68%
5812	Contract Labor	0.00	250.00	(250.00)	1,088.81	1,750.00	(661.19)	3,000.00	36%
5813	Contract/Office Equipment	268.99	225.00	43.99	1,551.99	1,575.00	(23.01)	2,700.00	57%
5814	Contract/Credit Report	30.11	31.00	(0.89)	210.44	217.00	(6.56)	372.00	57%
5815	Operations & Maintenance	0.00	1,250.00	(1,250.00)	15,518.76	8,750.00	6,768.76	15,000.00	103%
5816	Reimb - Op & Maint	0.00	200.00	(200.00)	35.00	1,400.00	(1,365.00)	2,400.00	1%
5817	Consultant Services	0.00	0.00	0.00	24,102.16	0.00	24,102.16	0.00	0%
6020	Office Supplies	0.00	650.00	(650.00)	3,118.74	4,550.00	(1,431.26)	7,800.00	40%
6021	Reimb - Office Supplies	0.00	10.00	(10.00)	0.00	70.00	(70.00)	120.00	0%
Total Operating Expenses		**27,870.91**	**23,036.00**	**4,834.91**	**203,088.85**	**160,717.00**	**42,371.85**	**271,968.00**	**75%**
Capital Expenses									
6500	Emergency Expenses	9,196.25	0.00	9,196.25	13,834.05	0.00	13,834.05	0.00	0%
9330	Furniture/Equipment	4,771.08	400.00	4,371.08	5,059.79	2,800.00	2,259.79	4,800.00	105%
Total Capital Expenses		**13,967.33**	**400.00**	**13,567.33**	**18,893.84**	**2,800.00**	**16,093.84**	**4,800.00**	**394%**
Total Expenses		**41,838.24**	**23,436.00**	**18,402.24**	**221,982.69**	**163,517.00**	**58,465.69**	**276,768.00**	**80%**
Gross Profit / Loss		**(13,017.49)**	**(1,206.00)**	**(11,811.49)**	**(18,766.04)**	**(7,907.00)**	**(10,859.04)**	**(10,000.00)**	**-4%**
Other Financing Sources									
7210	Advance From HCDC	0.00	10,000.00	(10,000.00)	0.00	30,000.00	(30,000.00)	40,000.00	0%
Total Other Financing Sources		**0.00**	**10,000.00**	**(10,000.00)**	**0.00**	**30,000.00**	**(30,000.00)**	**40,000.00**	0%
Net Income / Loss		**(13,017.49)**	**8,794.00**	**(21,811.49)**	**(18,766.04)**	**22,093.00**	**(40,859.04)**	**30,000.00**	**-4%**

July 9, 2007, Item # 37

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

ORDER OF THE HARRISON COUNTY BOARD OF SUPERVISORS SETTING FORTH PROPOSED STATE AID PROJECTS FOR HURRICANE KATRINA FEDERAL ROUTES ROAD REPAIRS WITH ER FUNDS IN THE TOTAL AMOUNT OF $3,588,974.00 (15.5 MILES LOCATED IN DISTRICT 3), AND AUTHORIZING THE BOARD MEMBERS TO EXECUTE THE NECESSARY DOCUMENTS THEREFOR

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY SET FORTH proposed State Aid Projects for Hurricane Katrina Federal routes road repairs with ER Funds in the total amount of $3,588,974.00 (15.5 miles located in District 3); and the Board does FURTHER AUTHORIZE the Board members to execute the necessary documents therefor, all of which follow this Order as **Exhibit A**.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

FEDERAL EARMARK
SCOPE OF WORK INFORMATION FORM

Project Number:ER Repair Funds	**County: Harrison**
Name of Road: See Attached Sheets	**Federal Route Number**:Several (See Attached Sheets)

Description of Road Project: (include length in miles, termini, character of work (i.e. bridge, overlay)

15.5 Miles of Roads

Estimated Construction Cost (including Contingencies)	$ 3,262,705	**Engineering Cost** (Construction less Contingencies)	(10%) $ 326,269
Federal Funds (100%)	$ 3,262,705	Federal Funds	$ 326,269
CountyFunds (%)	$	County Funds	$
State Aid Funds (%)	$	State Aid Funds	$

Total Estimated Cost of Project: $ 3,588,974

Prepared by: (Contact Information - Board of Supervisor's Representative)	**Authorized by the Board of Supervisors Harrison County**
Name: A. Garner Russell, P.E.	Supervisor, District I
Title: State Aid County Engineer	Supervisor, District II
Address:P. O. Box 1677 Gulfport, MS 39502	Supervisor, District III
Phone Number: 228-863-0667	Supervisor, District IV
Fax Number: 228-863-5232	Supervisor, District V
Email: agrassoc@cableone.net	Date: 7/2/2007

Send form to: J. Brooks Miller, Sr. P.E.
State Aid Engineer
Office of State Aid Road Construction
Post Office Box 1850
Jackson, Mississippi 39215-1850.

EXHIBIT A

1

ORDER OF BOARD OF SUPERVISORS Harrison COUNTY, SETTING FORTH PROPOSED STATE AID PROJECTS FOR PERIOD September, 2007 THROUGH _____, ____

* Hurricane Katrina Federal Routes Road Repairs with ER Funds

Pursuant to the provisions of Senate Bill No. 1 of the Extraordinary Session of 1949 and as subsequently amended, herein after referred to as said Act, We, the undersigned members of the Board of Supervisors of Harrison County, hereby order that the proposed project(s) listed herein constitute the State Aid Program for Harrison County for the period September 2007 through _____, ____.

In support of this order, the Board certifies and agrees that:

1. The State Aid System in said County has been designated by the Board and approved by the State Aid Engineer, as required by said Act.

2. The Board has employed a Registered Professional Engineer as County Engineer, who will employ such other competent technical assistant(s), as required, to properly supervise and inspect the work in compliance with the Rules and Regulations of the State Aid Engineer, all as required in said Act.

3. This program, which has been prepared by the County Engineer and approved by this Board, is herewith submitted to the State Aid Engineer for approval.

4. The Board will comply with all applicable Laws, Rules and Regulations in the acquisition of rights-of-way and will maintain the acquired rights-of-way for said project(s) to keep the same free of encroachments such as buildings, fences or any other obstructions. The Board designates _____ as its right-of-way acquisition agent for the project(s) herein. The agent's address and phone number is _____ _____.

5. Counties receiving $500,000 or more in Federal funds from all projects constructed or being constructed in a Federal Fiscal Year (October 1 - September 30), must have a single audit conducted in accordance with OMB circular A-133.

6 The Board herein affirms its acceptance of the Office of State Aid Road Construction's policy for the accommodation of utilities as stated in S.O.P. No. SA II-2-8 and agrees to coordinate utility facility installation and/or adjustment in a timely manner so as not to impede project development.

7. The Board will maintain the project(s), after completion, in a regular and satisfactory manner subject to the approval of the State Aid Engineer, all as required in said Act.

8. The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay engineering costs on the project(s), as authorized by Mississippi Code 1972, Section 65-9-15, and in accordance with the Rules and Regulations promulgated by the State Aid Engineer, dated July 1, 2005.

9. The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay testing expenses incurred PRIOR to the award of Contract on any project(s) included in this program. In the event the Board cancels or withdraws any project(s) included in this program, the Board hereby agrees to reimburse its State Aid Fund for testing charges incurred.

_____ Program for Harrison County

PROJECT PRIORITY NO. 1

1. Project No. ER Repairs Harrison County and City of Pass Christian
2. Name of Road: Repairs to damaged Rd/Hurricane Katrina Debris Rem & BSL Bridge
3. Design Classification: (check one) Rural ____ Urban ____ (check one) Collector ____ Local ____
   Federal Route Number _____
4. Termini of Project: (See Attached Sheet)
5. Length of Project: 15.5 Miles
6. Character of Work (Show Alternates if Applicable) _____
7. Design Data:
   a. Traffic Count: How Determined _____
      Current ADT _____VPD; Design Year ADT _____VPD; %Trucks _____
      Traffic Count Required: Yes _____ No _____ (Attach Supplemental Sheet)
   b. Terrain Level _____ Rolling_____ Design Speed _____MPH
   c. ROW: Existing _____Ft.; Proposed _____Ft.
   d. Proposed Roadway Crown Width _____Ft.
   e. Surface Type & Width: Existing _____ _____Ft.
      Proposed _____ _____Ft.
8. Bridges:
   a. Str. No. _____ Suff. Rtg. _____ Capacity _____
      Remain in Place: Yes ____ No ____ Existing/Proposed Width _____Ft.
   b. Str. No. _____ Suff. Rtg. _____ Capacity _____
      Remain in Place: Yes ____ No ____ Existing/Proposed Width _____Ft.
   c. Str. No. _____ Suff. Rtg. _____ Capacity _____
      Remain in Place: Yes ____ No ____ Existing/Proposed Width _____Ft.
   d. Str. No. _____ Suff. Rtg. _____ Capacity _____
      Remain in Place: Yes ____ No ____ Existing/Proposed Width _____Ft.
   e. Str. No. _____ Suff. Rtg. _____ Capacity _____
      Remain in Place: Yes ____ No ____ Existing/Proposed Width _____Ft.
9. Estimated Construction Cost of Project (Including Contingencies) $_____
   a. STP Funds Requested (%) $_____
   b. BR Funds Requested (%) $_____
   c. SA Funds Requested (%) $_____
   d. LSBP Funds (%) $_____
   e. ER Repair Funds $ 3,262,705

   Engineering Cost (%) (Constr. Cost Less Contingencies) $_____
   a. State Aid Funds Requested $_____
   b. County Funds Contributed $_____
   c. LSBP Funds Contributed $_____
   d. ER Repair Funds Contributed $ 326,269

   Total Estimated Cost of Project $ 3,588,974

Construction will be by: Contract_____ County Forces_____

Use Supplemental Sheet and/or maps if needed to provide complete data.

FOR STATE AID USE ONLY:

Preliminary Review		Date
Recommend Approval	Dist. Engr.	Date
Approved	State Aid Engr.	Date
Letter To Bd.	Dist. Engr.	Date
Funds Record	Auditor	Date
Programmed		Date

_____Program for Harrison County

BOARD OF SUPERVISORS

HARRISON County

_____, Supervisor, District I

_____, Supervisor, District II

_____, Supervisor, District III

_____, Supervisor, District IV

_____, Supervisor, District V

Prepared by: _____, County Engineer

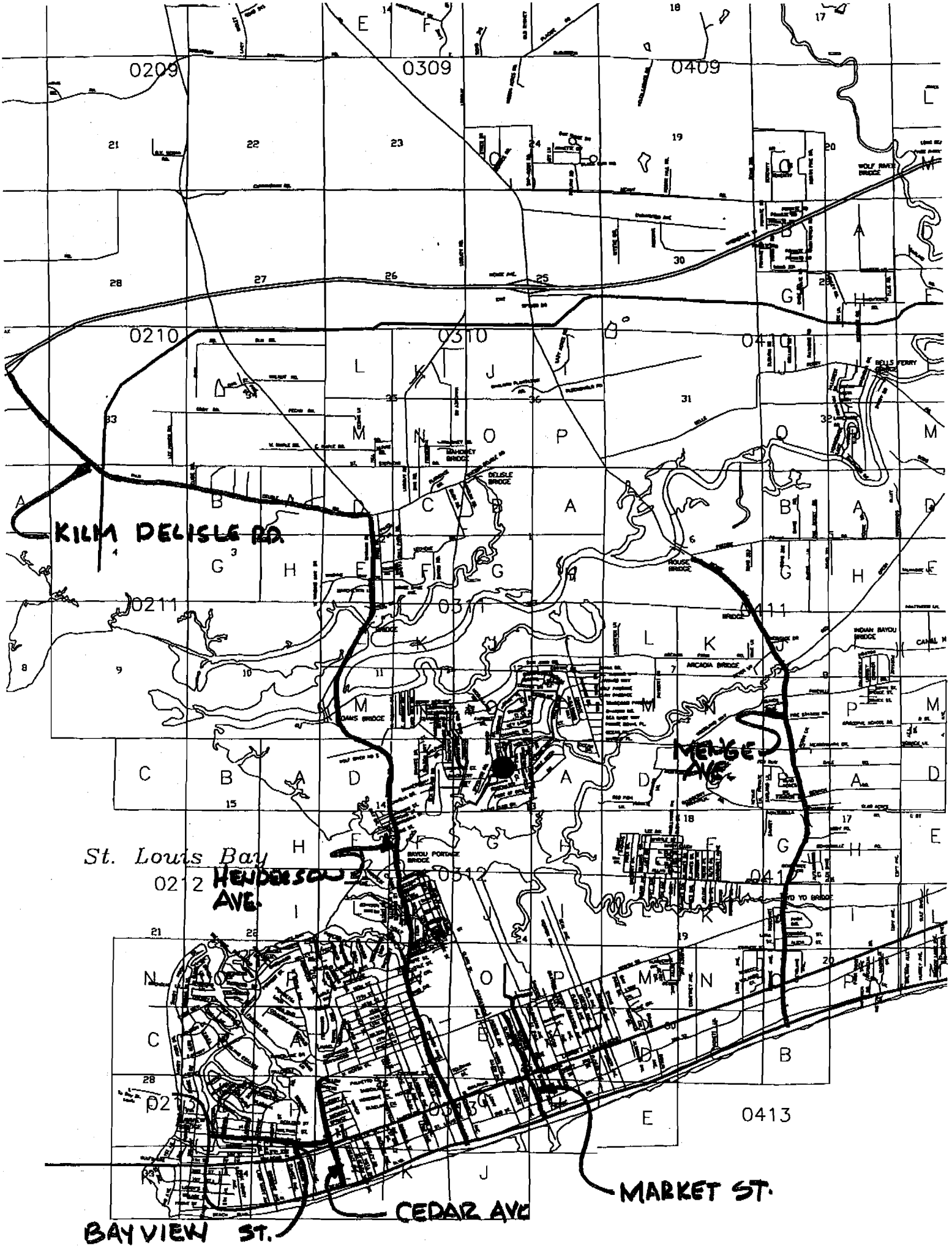
STATE OF MISSISSIPPI
COUNTY OF Harrison

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Harrison County, Mississippi, entered into the minutes of the said Board of Supervisors, Minute Book No. _____, Page No. _____, same having been adopted at a meeting of said Board of Supervisors on the _____day of _____, _____.

_____
Clerk of Board of Supervisors of
Harrison County, Mississippi

Attachment to State Aid Program for
ER Repairs to Damaged Roads

	Length of Project
1. Cedar Avenue, Federal Route No. 9140 and 9360 BOP: Sec. 35, T8S, R13W with intersection with Highway 90 EOP: Sec. 26, T8S, R13W with intersection with North Street	1.5 miles
2. Market Street, Federal Route No. 7817 BOP: Sec. 25, T8S, R13W with intersection with Highway 90 EOP: Sec. 25, T8S, R13W with intersection with North Street	1.0 miles
3. Kiln Delisle Road Federal Route No. 104 BOP: Sec. 32, T7S, R13W with intersection with Interstate 10 EOP: Sec. 16, T8S, R13W with intersection with Henderson Ave.	3.0 miles
4. Menge Avenue Federal Route No. 9365 BOP: Sec. 6, T8S, R12W with intersection with Freddie Frank Rd. EOP: Sec. 30, T8S, R12W with intersection with Highway 90.	4.0 miles
5. Bayview Avenue Federal Route No. 9360 BOP: Sec. 27, T8S, R13W with intersection with Highway 90. EOP: Sec. 35, T8S, R13W with intersection with Cedar Ave	1.0 miles
6. Henderson Avenue Federal Route No. 9361 BOP: Sec. 35, T8S, R13W with intersection with Highway 90. EOP: Sec. 16, T8S, R13W with intersection with Henderson Ave	5.0 miles
Total	15.5 miles


0209
0309
0409
0210
0310
0410
0211
0311
0411
0212
0312
0412
0213
0313
0413
KILN DELISLE RD.
HENDERSON AVE.
MENGE AVE.
St. Louis Bay
MARKET ST.
CEDAR AVE.
BAYVIEW ST.

U.S. Department of Transportation
Federal Highway Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number: Pass Christian 17

Sheet: 1 of 1

Location *(Name of Road and Milepost)*

Cedar Avenue from US-90 to North Street. This is a distance of approximately of 1.5 miles.

FHWA Disaster Number: MS05-1

Inspection Date: 06-25-2007

Description of Damage

The pavement is experiencing base failures, block and transverse cracking, edge failures, rutting, settling is areas, and is undulating due to heavy truck traffic hauling debris out and rebuilding supplies into Pass Christian. This is the main route for vehicles bringing materials to the Bay St. Louis bridge project.

Federal-aid Route Number: 9140 & 9360

State: MS

County: Harrison

Cost Estimate

Emergency Repair

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost Completed	Cost Remaining

Method: ☐ Local Forces ☐ State Forces ☐ Contract

Subtotal

PE/CE

Emergency Repair Total

Permanent Restoration

1.5 inch surface overlay of 9.5 mm HMA	ton	$70.00	1,782	$124,740.00
1.0 inch leveling course of 9.5 mm	ton	$70.00	1,183	$82,827.00
Shoulder Material	ton	$25.00	495	$12,375.00
Misc Items such as base failure repair, signs, RPM's,	lpsm		1	$87,976.00
striping, etc. Use 40% of above totals				
Mobilization/Temp traffic control- Use 10% of above costs	lpsm		1	$30,791.00

Method: ☐ Local Forces ☐ State Forces ☒ Contract

Subtotal	$338,709.00
PE/CE	$33,871.00
Right-of-Way	$0.00
Perm. Repair Totals	$372,580.00

Environmental Assessment Recommendation: ☒ Categorical Exclusion ☐ EA/EIS

Estimated Total: $372,580.00

Recommendation: ☒ Eligible ☐ Ineligible — FHWA Engineer — Date 6/25/07

Concurrence: ☑ Yes ☐ No — State Engineer: Paula Wiles — Date 6/28/07

Concurrence: ☑ Yes ☐ No — Local Agency Representative — Date 6/28/07

Form FHWA 1447 (Rev. 4-98)

U.S. Department of Transportation
Federal Highway Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number: Pass Christian 18

Sheet: 1 of 1

Location *(Name of Road and Milepost)*

Market Street from US-90 to North Street. This is a distance of approximately of 1.0 miles.

FHWA Disaster Number: MS05-1

Inspection Date: 06-25-2007

Description of Damage

The pavement is experiencing base failures, block and transverse cracking, edge failures, rutting, settling is areas, and is undulating due to heavy truck traffic hauling debris out and rebuilding supplies into Pass Christian.

Federal-aid Route Number: 7817

State: MS

County: Harrison

Cost Estimate

Emergency Repair

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost Completed	Cost Remaining

Method: ☐ Local Forces ☐ State Forces ☐ Contract

Subtotal		
PE/CE		
Emergency Repair Total		

Permanent Restoration

1.5 inch surface overlay of 9.5 mm HMA	ton	$70.00	891	$62,370.00
Spot leveling-Use 30% of above quantity	ton	$75.00	267	$20,047.00
Shoulder Material	ton	$25.00	198	$4,950.00
Misc Items such as base failure repair, signs, RPM's,	lpsm		1	$34,946.00
striping, etc. Use 40% of above totals				
Mobilization/Temp traffic control- Use 10% of above costs	lpsm		1	$12,231.00

Method: ☐ Local Forces ☐ State Forces ☒ Contract

Subtotal	$134,544.00
PE/CE	$13,454.00
Right-of-Way	$0.00
Perm. Repair Totals	$147,998.00
Estimated Total	$147,998.00

Environmental Assessment Recommendation: ☒ Categorical Exclusion ☐ EA/EIS

Recommendation: ☒ Eligible ☐ Ineligible — FHWA Engineer: John A Eblet — Date: 06/25/2007

Concurrence: ☑ Yes ☐ No — State Engineer: Paula Wiles — Date: 6/28/07

Concurrence: ☑ Yes ☐ No — Local Agency Representative: Joe Quenstedt — Date: 6/28/07

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U.S. Department of Transportation
Federal Highway Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number: Pass Christian 19

Sheet: 1 of 1

Location *(Name of Road and Milepost)*

2nd St. from Cedar Ave to the eastern city limits. Davis Ave, Fleitas Ave, and Espy Ave all from US-90 to North Street.

FHWA Disaster Number: MS05-1

Inspection Date: 06-25-2007

Description of Damage

The pavement has some minor scrapes and gouges from equipment removing debris, minor cracking, and occasional potholes. I do not believe that the pavement qualifies for emergency relief funding.

Federal-aid Route Number: 9142,9364,9158,7838

State: MS

County: Harrison

Cost Estimate

Emergency Repair

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost Completed	Cost Remaining
Not applicable					$0.00

Method: ☐ Local Forces ☐ State Forces ☐ Contract

Subtotal		$0.00
PE/CE		
Emergency Repair Total		$0.00

Permanent Restoration

Not applicable					$0.00

Method: ☐ Local Forces ☐ State Forces ☐ Contract

Subtotal	$0.00
PE/CE	
Right-of-Way	$0.00
Perm. Repair Totals	$0.00

Environmental Assessment Recommendation: ☐ Categorical Exclusion ☐ EA/EIS

Estimated Total: $0.00

Recommendation: ☐ Eligible ☒ Ineligible

FHWA Engineer: Jeffrey A Schildt — Date: 06/25/2007

Concurrence: ☑ Yes ☐ No

State Engineer: Paula Wilson — Date: 6/28/07

Concurrence: ☑ Yes ☐ No

Local Agency Representative: Joe Quintana — Date: 6/28/07

Form FHWA 1547 (Rev. 4-98)

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U.S. Department of Transportation
Federal Highway Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number: Harrison - 29

Sheet: 1 of 1

Location (Name of Road and Milepost): Kiln - Delisle Rd from I-10 to Henderson Ave approximately 3.0 miles

FHWA Disaster Number: MS05-1

Inspection Date: 6/25/07

Description of Damage: Block + transverse cracking, rutting, and edge breakoff / slash roll over caused by vehicles responding to hurricane Katrina

Federal-aid Route Number: 164

State: MS County: Harrison

Cost Estimate

Emergency Repair

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost Completed	Cost Remaining

Method: ☐ Local Forces ☐ State Forces ☐ Contract

Subtotal:
PE/CE:
Emergency Repair Total:

Permanent Restoration

1 1/2" lift of 9.5mm HMA	TON	$70.00	3564	249,480.00
SPOT LEVELING 30% of above	TON	$75.00	1,069	80,190.00
SHOULDER MATERIAL	TON	25.00	600	15,000
MISC. ITEMS SUCH AS STRIPING, RPMs, Milling Tie-ins, etc. Use 30% of above costs	LSUM	103,401	1.0	103,401
MOBILIZATION 5%				22,403.00
TEMP TRAFFIC CONTROL 10%				47,047.00

Method: ☐ Local Forces ☐ State Forces ☑ Contract

Subtotal: 517,521.00
10% PE/CE: 51,752
Right-of-Way: -0-
Perm. Repair Totals: 569,273

Environmental Assessment Recommendation: ☑ Categorical Exclusion ☐ EA/EIS

Estimated Total: $569,273

Recommendation: ☑ Eligible ☐ Ineligible — FHWA Engineer: [signature] — Date: 6/25/07

Concurrence: ☑ Yes ☐ No — State Engineer: Paula Wiles — Date: 6/28/07

Concurrence: ☑ Yes ☐ No — Local Agency Representative: [signature] — Date: 6/28/07

U.S. Department of Transportation
Federal Highway Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number: Harrison - 30

Sheet: 1 of 1

Location (Name of Road and Milepost): Monge Ave from Freddy Frank Rd to US-90 approximately 4.0 miles

FHWA Disaster Number: MS05-1

Inspection Date: 6/25/07

Description of Damage: Pavement is block & transversed cracked, pot holing in locations, base failures, and rutting caused by vehicles responding to hurricane Katrina and by traffic using this route while the Bay St. ~~Louis~~ bridge was closed.

Federal-aid Route Number: 9363

State: MS County: Harrison

Cost Estimate

Emergency Repair

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost Completed	Cost Remaining

Method: ☐ Local Forces ☐ State Forces ☐ Contract

Subtotal

PE/CE

Emergency Repair Total

Permanent Restoration

1½" LIFT OF 9.5mm HMA	TON	$70.00	4752	$332,640
¾" LIFT of 9.5mm Leveling	TON	70.00	2376	166,320
SHOULDER MATERIAL	TON	25.00	1,188	29,700
MISC. ITEMS SUCH AS BASE REPAIRS, RDM'S STRIPING, MILLING TIE INS, ETC USE 30% OF ABOVE COSTS	LASM	158,598	1.0	158,598
MOBILIZATION 5%	LASM	34,362	1.0	34,362
TEMP TRAFFIC CONTROL 10%	LASM		1.0	72,162

Method: ☐ Local Forces ☐ State Forces ☑ Contract

Subtotal: 759,428

10% PE/CE: 75,942

Right-of-Way: -0-

Perm. Repair Totals: 835,362

Environmental Assessment Recommendation: ☑ Categorical Exclusion ☐ EA/EIS

Estimated Total: $835,362.00

Recommendation: ☑ Eligible ☐ Ineligible — FHWA Engineer: [signature] — Date: 6/25/07

Concurrence: ☑ Yes ☐ No — State Engineer: Paula Wilson — Date: 6/28/07

Concurrence: ☑ Yes ☐ No — Local Agency Representative: [signature] — Date: 6/28/07

U.S. Department of Transportation
Federal Highway Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number: Harrison - 31

Sheet: 1 of 1

Location (Name of Road and Milepost): Bayview Ave from US-90 to Cedar Ave a distance of approximately 1.0 miles

FHWA Disaster Number: MS05-1

Inspection Date: 6/25/07

Description of Damage: Pavement is rutting, settling, culverts are crushed, potholes, base failures, scrapes and gouges all from vehicles hauling debris out of Pass Christian and from supplies being hauled to the Bay St Louis bridge.

Federal-aid Route Number: 9360

State: MS County: Harrison

Cost Estimate

Emergency Repair

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost Completed	Cost Remaining

Method: ☐ Local Forces ☐ State Forces ☐ Contract

Subtotal

PE/CE

Emergency Repair Total

Permanent Restoration

1 1/2 inch 9.5 mm HMA Surface	TON	$70.00	1,188	$83,160.00	
1 inch 9.5 mm HMA Leveling Course	TON	70.00	792	55,440.00	
Remove & Replace Culverts) - All sizes	Lin ft	100.00	128	12,800	
Clean and regrade existing ditches silted in / filled with debris	Lin ft	5.00	10,560	52,800	
End Sections for Culverts	Each	500	8	4,000	
Misc Items such as base failure repair, striping, RPMs, milling, tie ins, etc. Use 40% of above costs	Lump Sum		1.0	83,280	
Mobilization / Temp Traffic Control - 10% of above Costs	Lump Sum		1.0	29,148	

Method: ☐ Local Forces ☐ State Forces ☑ Contract

Subtotal	320,628
10% PE/CE	32,062
Right-of-Way	-0-
Perm. Repair Totals	$ 352,690

Environmental Assessment Recommendation: ☑ Categorical Exclusion ☐ EA/EIS

Estimated Total: $ 352,690

Recommendation: ☑ Eligible ☐ Ineligible — FHWA Engineer: John A Scott — Date: 6/25/07

Concurrence: ☑ Yes ☐ No — State Engineer: Paula Wilson — Date: 6/28/07

Concurrence: ☑ Yes ☐ No — Local Agency Representative: Joe Quesada — Date: 6/28/07

U.S. Department of Transportation
Federal Highway Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number: Harrison - 32

Sheet: 1 of 1

Location *(Name of Road and Milepost)*

Henderson Avenue from US-90 north to Kiln Delisle Road. A distance of approximately 5 miles.

FHWA Disaster Number: MS05-1

Inspection Date: 06-25-2007

Description of Damage

Damage consists of storm sewers filled with sand and debris from the storm surge, inlets damaged/plugged with debris, sidewalk broken up by equipment removing debris, curb and gutter broken by equipment. The pavement has rutting, edge failures, transversed and block cracked, base failures, and is undulating from heavy truck traffic caused by debris hauling and rebuilding vehicles. Erosion around north abutment of the bridge over Bayou Portage caused by the strom surge needs repair

Federal-aid Route Number: 9361

State: MS

County: Harrison

Cost Estimate

Emergency Repair

Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost Completed	Cost Remaining

Method: ☐ Local Forces ☐ State Forces ☐ Contract

Subtotal

PE/CE

Emergency Repair Total

Permanent Restoration

1.5 inch surface overlay of 9.5mm HMA	ton	$70.00	5,940	$415,800.00
Spot leveling of areas, use 30% of above quantity	ton	$75.00	1,782	$133,650.00
Storm sewer clean out	lnft	$100.00	275	$27,500.00
Replace inlets	each	$2,500.00	3	$7,500.00
Replace curb and gutter	lnft	$45.00	2,500	$112,500.00
Replace sidewalk	SY	$55.00	1,400	$77,000.00
Misc Items such as striping, repair of base failures, RPM's,	lpsm		1	$309,580.00
guardail, etc. Use 40% of above quantities				
Mobilization/Temp traffic control-use 10% of above	lpsm		1	$108,353.00

Method: ☐ Local Forces ☐ State Forces ☒ Contract

Subtotal	$1,191,883.00
10% PE/CE	$119,188.00
Right-of-Way	$0.00
Perm. Repair Totals	$1,311,071.00
Estimated Total	$1,311,071.00

Environmental Assessment Recommendation: ☒ Categorical Exclusion ☐ EA/EIS

Recommendation: ☒ Eligible ☐ Ineligible

FHWA Engineer: [signature] Date: 06/25/2007

Concurrence: ☑ Yes ☐ No

State Engineer: Paula Wiles Date: 6/28/07

Concurrence: ☑ Yes ☐ No

Local Agency Representative: [signature] Date: 6/28/07

Form FHWA-1547 (Rev. 4-98)

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MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 38

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

ORDER OF THE HARRISON COUNTY BOARD OF SUPERVISORS SETTING FORTH PROPOSED STATE AID PROJECT FOR HURRICANE KATRINA FEDERAL ROUTES BRIDGE REPAIRS WITH ER FUNDS TO REPLACE TWO BRIDGES IN DISTRICT 3 (ONE ON CEDAR AVENUE AND ONE ON HENDERSON AVENUE) IN THE AMOUNT OF $484,000.00, AND AUTHORIZING THE BOARD MEMBERS TO EXECUTE THE NECESSARY DOCUMENTS

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY SET FORTH proposed State Aid Project for Hurricane Katrina federal routes bridge repairs with ER funds to replace two bridges in District 3 (one on Cedar Avenue and one on Henderson Avenue) in the amount of $484,000.00; and the Board does HEREBY AUTHORIZE the Board Members to execute the necessary documents which follow this Order as **Exhibit A**.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

FEDERAL EARMARK
SCOPE OF WORK INFORMATION FORM

Project Number: ER Repair Funds	**County: Harrison**
Name of Road: Cedar Avenue **Henderson Avenue**	**Federal Route Number:** 9140/9360/9361

Description of Road Project: (include length in miles, termini, character of work (i.e. bridge, overlay)

Replace Two Bridges
See Attached Information

Estimated Construction Cost (including Contingencies)	$ 440,000	**Engineering Cost** (Construction less Contingencies)	(10%) $ 44,000
Federal Funds (100%)	$ 440,000	Federal Funds	$ 44,000
CountyFunds (%)	$	County Funds	$
State Aid Funds (%)	$	State Aid Funds	$

Total Estimated Cost of Project: $ 484,000

Prepared by: (Contact Information - Board of Supervisor's Representative)	**Authorized by the Board of Supervisors Harrison County**
Name: A. Garner Russell, P.E.	Supervisor, District I
Title: State Aid County Engineer	Supervisor, District II
Address: P. O. Box 1677 Gulfport, MS 39502	Supervisor, District III
Phone Number: 228-863-0667	Supervisor, District IV
Fax Number: 228-863-5232	Supervisor, District V
Email: agrassoc@cableone.net	Date: 7/2/2007

Send form to: J. Brooks Miller, Sr. P.E.
State Aid Engineer
Office of State Aid Road Construction
Post Office Box 1850
Jackson, Mississippi 39215-1850.

EXHIBIT A

ORDER OF BOARD OF SUPERVISORS Harrison COUNTY,
SETTING FORTH PROPOSED STATE AID PROJECTS FOR
PERIOD September, 2007**THROUGH** _____, ____
* Hurricane Katrina Federal Routes Bridge Repairs with ER Funds

Pursuant to the provisions of Senate Bill No. 1 of the Extraordinary Session of 1949 and as subsequently amended, herein after referred to as said Act, We, the undersigned members of the Board of Supervisors of Harrison County, hereby order that the proposed project(s) listed herein constitute the State Aid Program for Harrison County for the period September 2007 through _____, ____.

In support of this order, the Board certifies and agrees that:

1. The State Aid System in said County has been designated by the Board and approved by the State Aid Engineer, as required by said Act.

2. The Board has employed a Registered Professional Engineer as County Engineer, who will employ such other competent technical assistant(s), as required, to properly supervise and inspect the work in compliance with the Rules and Regulations of the State Aid Engineer, all as required in said Act.

3. This program, which has been prepared by the County Engineer and approved by this Board, is herewith submitted to the State Aid Engineer for approval.

4. The Board will comply with all applicable Laws, Rules and Regulations in the acquisition of rights-of-way and will maintain the acquired rights-of-way for said project(s) to keep the same free of encroachments such as buildings, fences or any other obstructions. The Board designates _____ as its right-of-way acquisition agent for the project(s) herein. The agent's address and phone number is _____
_____.

5. Counties receiving $500,000 or more in Federal funds from all projects constructed or being constructed in a Federal Fiscal Year (October 1 - September 30), must have a single audit conducted in accordance with OMB circular A-133.

6 The Board herein affirms its acceptance of the Office of State Aid Road Construction's policy for the accommodation of utilities as stated in S.O.P. No. SA II-2-8 and agrees to coordinate utility facility installation and/or adjustment in a timely manner so as not to impede project development.

7. The Board will maintain the project(s), after completion, in a regular and satisfactory manner subject to the approval of the State Aid Engineer, all as required in said Act.

8. The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay engineering costs on the project(s), as authorized by Mississippi Code 1972, Section 65-9-15, and in accordance with the Rules and Regulations promulgated by the State Aid Engineer, dated July 1, 2005.

9. The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay testing expenses incurred PRIOR to the award of Contract on any project(s) included in this program. In the event the Board cancels or withdraws any project(s) included in this program, the Board hereby agrees to reimburse its State Aid Fund for testing charges incurred.

_____ Program for Harrison County

PROJECT PRIORITY NO. 1

1. Project No. Bridge Replacement Harrison County & City of Pass Christian
2. Name of Road: Cedar Avenue and Hampton Road
3. Design Classification: (check one) Rural ___ Urban ✓ (check one) Collector ___ Local ___
   Federal Route Number 9140, 9360, 9361
4. Termini of Project: Cedar Avenue Section 26, Township 8 South, Range 13 West
   Hampton Road - Section 25, Township 8 South, Range 13 West
5. Length of Project: 15.5 Miles
6. Character of Work (Show Alternates if Applicable) Replace bridges damaged from Hurricane Katrina Debris Removal, Reconstruction of Bay St. Louis Bridge
7. Design Data:
   a. Traffic Count: How Determined _____
      Current ADT _____VPD; Design Year ADT _____VPD; %Trucks _____
      Traffic Count Required: Yes _____ No _____ (Attach Supplemental Sheet)
   b. Terrain Level _____ Rolling _____ Design Speed _____MPH
   c. ROW: Existing _____Ft.; Proposed _____Ft.
   d. Proposed Roadway Crown Width _____Ft.
   e. Surface Type & Width: Existing _____ _____Ft.
      Proposed _____ _____Ft.
8. Bridges:
   a. Str. No. BN 24580 Suff. Rtg. _____ Capacity 6,000 lbs
      Remain in Place: Yes ___ No ✓ Existing/Proposed Width 28 Ft.
   b. Str. No. BN 24238 Suff. Rtg. _____ Capacity 10,000 lbs
      Remain in Place: Yes ___ No ✓ Existing/Proposed Width 28 Ft.
   c. Str. No. _____ Suff. Rtg. _____ Capacity _____
      Remain in Place: Yes ___ No ___ Existing/Proposed Width _____Ft.
   d. Str. No. _____ Suff. Rtg. _____ Capacity _____
      Remain in Place: Yes ___ No ___ Existing/Proposed Width _____Ft.
   e. Str. No. _____ Suff. Rtg. _____ Capacity _____
      Remain in Place: Yes ___ No ___ Existing/Proposed Width _____Ft.
9. Estimated Construction Cost of Project (Including Contingencies) $_____
   a. STP Funds Requested (%) $_____
   b. BR Funds Requested (%) $_____
   c. SA Funds Requested (%) $_____
   d. LSBP Funds (%) $_____
   e. ER Repair Funds $ 440,000

   Engineering Cost (%) (Constr. Cost Less Contingencies) $_____
   a. State Aid Funds Requested $_____
   b. County Funds Contributed $_____
   c. LSBP Funds Contributed $_____
   d. ER Repair Funds Contributed $ 44,000

   Total Estimated Cost of Project $ 484,000

Construction will be by: Contract ✓ County Forces _____

Use Supplemental Sheet and/or maps if needed to provide complete data.

FOR STATE AID USE ONLY:

Preliminary Review _____ _____Date
Recommend Approval _____Dist. Engr. _____Date
Approved _____State Aid Engr. _____Date
Letter To Bd. _____Dist. Engr. _____Date
Funds Record _____Auditor _____Date
Programmed _____ _____Date

_____Program for Harrison County

BOARD OF SUPERVISORS

HARRISON County

_____, Supervisor, District I

_____, Supervisor, District II

_____, Supervisor, District III

_____, Supervisor, District IV

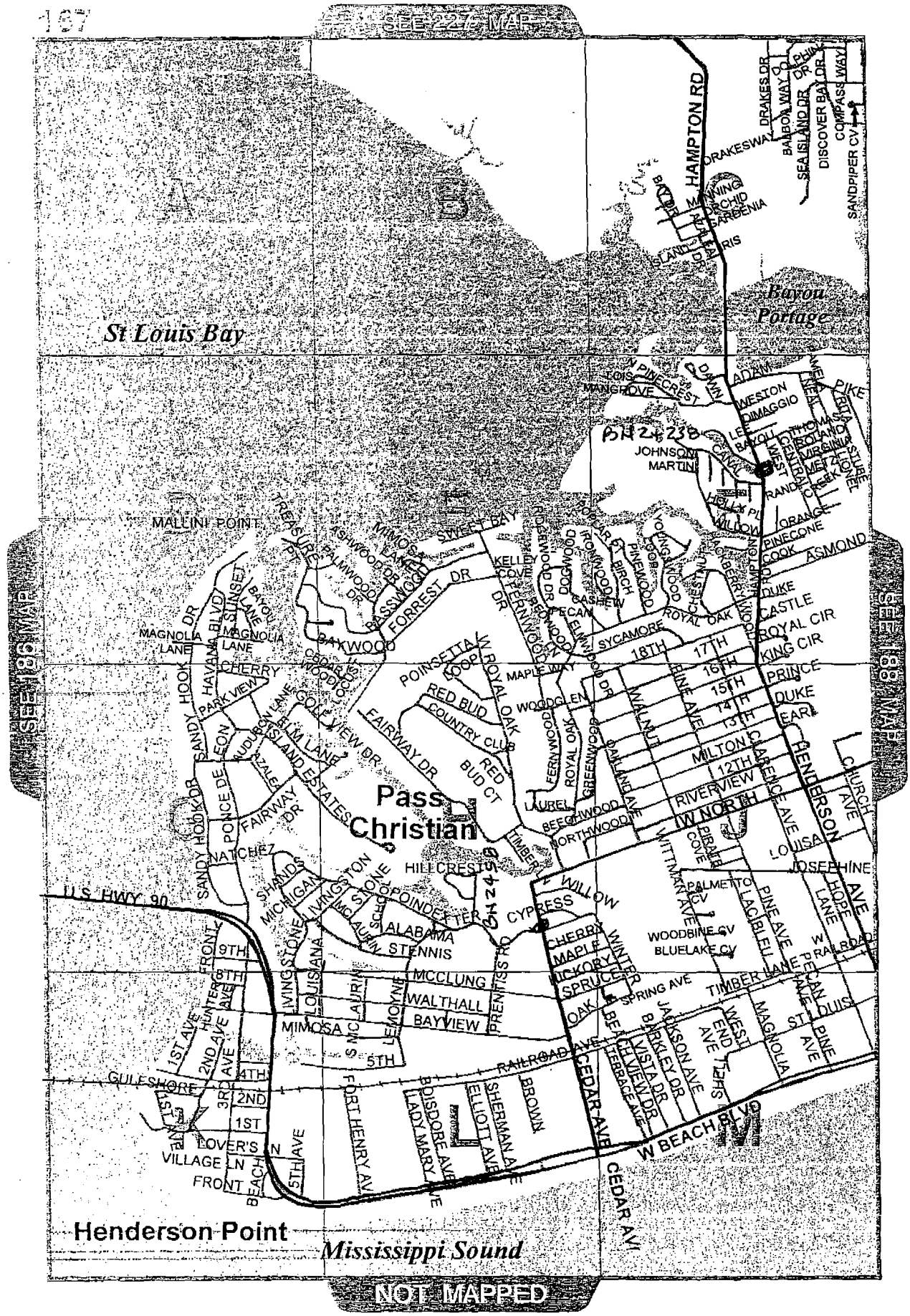
_____, Supervisor, District V

Prepared by: _____, County Engineer

STATE OF MISSISSIPPI
COUNTY OF Harrison

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Harrison County, Mississippi, entered into the minutes of the said Board of Supervisors, Minute Book No. _____, Page No. _____, same having been adopted at a meeting of said Board of Supervisors on the _____day of _____, _____.

_____
Clerk of Board of Supervisors of
Harrison County, Mississippi


SEE 227 MAP
St Louis Bay
Bayou Portage
HAMPTON RD
DRAKESWAY
DRAKES DR
BABOO WAY
SEA ISLAND DR
DISCOVER BAY DR
COMPASS WAY
SANDPIPER CV
MANNING
ORCHID
GARDENIA
ISLAND DR
ADAM
WESTON
DIMAGGIO
JOHNSON
MARTIN
BAYOU
ORANGE
PINECONE
COOK
ASMOND
DUKE
CASTLE
ROYAL CIR
KING CIR
PRINCE
DUKE
EARL
HENDERSON
CHURCH AVE
LOUISA
JOSEPHINE AVE
HOPE LANE
W RAILROAD
PINE AVE
LACIBLEU
PALMETTO CV
WOODBINE CV
BLUELAKE CV
WILLOW
CYPRESS
CHERRY
MAPLE
WINTER
HICKORY
SPRUCE
OAK
SPRING AVE
TIMBER LANE
MAGNOLIA
ST LOUIS
WEST END AVE
BARKLEY DR
JACKSON AVE
VISTA DR
BEACHVIEW DR
TERRACE AVE
CEDAR AVE
W BEACH BLVD
RAILROAD
BROWN
SHERMAN AVE
ELLIOTT AVE
BISHOP AVE
LADY MARY AVE
FORT HENRY AV
5TH AVE
LOVER'S LN
VILLAGE LN
FRONT
BEACH
1ST
2ND
3RD
4TH
5TH
6TH
7TH
8TH
9TH
1ST AVE
2ND AVE
HUNTER AVE
GULFSHORE
MALLINI POINT
TREASURE PT
ASHWOOD DR
PALMWOOD DR
MIMOSA LANE
SWEET BAY
KELLEY COVE
FORREST DR
PASSWOOD
BAYWOOD
DOGWOOD
IRONWOOD
BIRCH
PINEWOOD
YOUNGSWOOD
ELMWOOD
SYCAMORE
ROYAL OAK
18TH
17TH
16TH
15TH
14TH
13TH
12TH
MILTON
RIVERVIEW
W NORTH
PINE AVE
WALNUT
PALMETTO
LAUREL
BEECHWOOD
NORTHWOOD
GREENWOOD
FERNWOOD
ROYAL OAK
WOODGLEN
RED BUD
COUNTRY CLUB
RED BUD CT
POINSETTIA
W ROYAL OAK
MAPLE WAY
FAIRWAY DR
GOLF VIEW DR
AUDUBON LANE
AZALEA
ISLAND ESTATES
PONCE DE LEON
SANDY HOOK
HAVANA
PARK VIEW
CHERRY
MAGNOLIA LANE
MAGNOLIA DR
SUNSET BLVD
BAYOU LANE
CHARLES ST
WOODLAND
Pass Christian
HILLCREST
TIMBER RD
NATCHEZ
SHANDS
MICHIGAN
IVINGSTON
STONE
POINDEXTER
ALABAMA
STENNIS
MCCLUNG
WALTHALL
BAYVIEW
MIMOSA
LEMOYNE
PRENTISS RD
MC LAURIN
LOUISIANA
WING STONE
FRONT
U.S. HWY 90
SEE 196 MAP
SEE 198 MAP
Henderson Point
Mississippi Sound
NOT MAPPED

A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS
520 33RD STREET, GULFPORT, MS 39507
P.O. BOX 1677, GULFPORT, MS 39502
TEL (228) 863-0667
FAX (228) 863-5232

July 2, 2007

Mr. Edward Schaub
Mississippi. Department of Transportation
P. O. Box 551
Hattiesburg, MS 39403-0551

Re: Emergency Repair Funds, Bridges West Harrison County

Dear Mr. Schaub:

Enclosed herewith are the results of an inspection made by Mr. Robert Weaver of damages to bridges on Federally Designated Roads in Harrison County along with appropriate cost estimates of proposed repairs as directed by Harrison County Board of Supervisors.

We hereby request that you review the attached information for eligible repairs.

COST ESTIMATE

CEDAR AVENUE

Bridge Construction Cost	$150,000.00
Traffic Control	$ 30,000.00
Mobilization	$ 20,000.00
10% Cont.	$ 20,000.00
Engineering 10%	$ 22,000.00
Total	$242,000.00

HENDERSON AVENUE

Bridge Construction Cost	$150,000.00
Traffic Control	$ 30,000.00
Mobilization	$ 20,000.00
10% Cont.	$ 20,000.00
Engineering 10%	$ 22,000.00
Total	$242,000.00

July 2, 2007

We are available for any inspections or information you may need.

Yours Very Truly,

A. Garner Russell, P.E.

AGR/sl/1815

Enclosure

Cc: Harrison County Board of Supervisors w/attach.
FHWA Engineer, Jeffery Schmidt w/attach.
MDOT, Anthony McFarlin w/attach.

HARRISON COUNTY
BRIDGE & TRAFFIC DEPARTMENT

842 COMMERCE STREET • GULFPORT, MISSISSIPPI 39507
(228) 896-0055 • (228) 896-0408

June 29, 2007

Mr. Joe Overstreet
A. Garner Russell and Associates
520 33rd Street
Gulfport, MS 39507

RE: Bridge Inspection Report
BN24580 Cedar Ave
BN24238 Hampton Rd

Dear Mr. Overstreet

Enclosed please find a report of my findings for the above referenced structures located in Pass Christian, MS.

As you are aware, my office performs the General and Interim Inspections of all structures within the Cities and County's jurisdiction with a NBIS length of over 20'. The two noted structures do not meet that criteria, therefore staff does not inspect them routinely.

This morning at your request, I inspected the structures and attached my findings and recommendation for each. It is my opinion that although these structures had some previous deficiencies, the primary impact to the extent of the structural problems are directly linked to the number of and weight of vehicles crossing both structures during the response and recovery periods of Hurricane Katrina. These two structures may have been impacted more by this matter than any other structures we have on our road system due to the extent of localized damage and limited access out of the area because of the Hwy 90 Bridge being out of service.

ROBERT WEAVER
Assistant Road Manager

If you should have any questions or need additional information, please call.

Sincerely

Robert Weaver, Director

Cc Honorable Dr. Marlin Ladner, Supervisor District Three
Honorable Mayor, Chipper McDemott, City of Pass Christian

June 29, 2007

Bridge Inspection Report
BN24580, Cedar Ave
Pass Christian, Mississippi

The structure has a 19' pre-cast concrete (Choctaw) style deck supported by timber piling and caps. The structure is a single span with a timber bulkhead.

Findings: Timber components have deterioration throughout with the splitting of the center piling on the north pile bent and the leaning inward of both headwalls being the most serious of the timber problems. The concrete spans are experiencing severe delamination and section loss. Several areas of the reinforcement bars are exposed and have heavy rust throughout. Noticeably the approach roadways are settling and thus contributing to the inward stress of the timber pile bents. Currently the bridge has a posting restriction of Tandem Axles 16,000 lbs.

Although there are other items found to be in need of repair, the above mentioned are primarily the reason for proposing a weight limit restriction of 6,000 lbs and recommending this structure be replaced.

Pictures denoting the damages are attached.

June 29, 2007

Bridge Inspection Report
BN24238 Hampton Rd
Pass Christian, Mississippi

Structure is a poured in place concrete box culvert with concrete bridge rail supports and steel round pipe for railing.

Findings: All of the concrete bridge rail posts are broken with one completely detached from the structure. The steel railing has been damaged as a result of collision damage. Both of the approach roadways have areas of settlement and the wing areas have been eroding. It is impossible to get within the flow area due to elevation of the water and lack of seasonal strong low tides this time of year. The structure has a posting restriction of 10,000lbs.

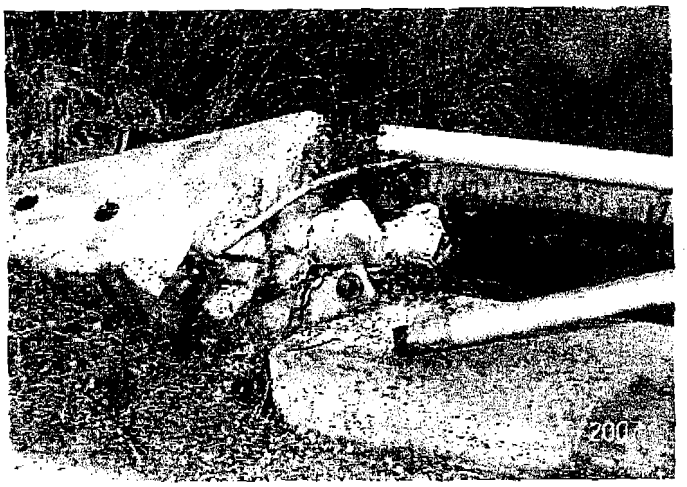
The damaged rail support post being an integral part of the structure is presenting some safety concerns and will require significant repairs. Also, the settlement of the approach roadway and the erosion of the wings is an indicator that the downward pressure from traffic is forcing the roadbed material down and outward.

It would be my recommendation that this structure be replaced. The continued loss of the roadbed material along with the elevation of the water elevation makes it extremely difficult to re-establish a stable roadbed to support heavy roadway traffic.

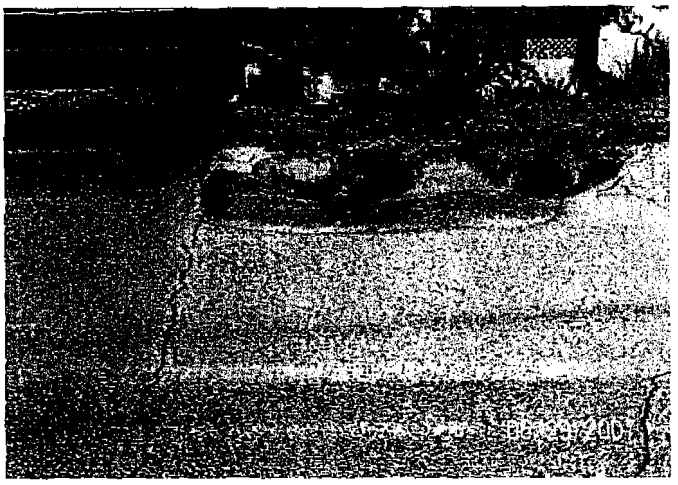
Pictures denoting the damages are attached.



BN24238 Hampton Rd, broken rail support



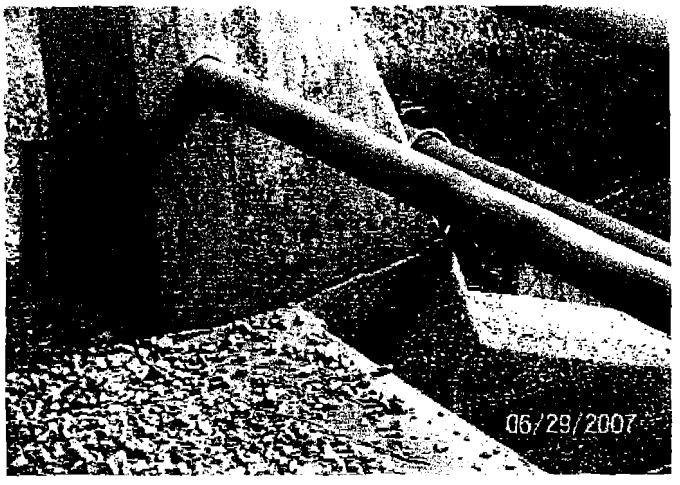
BN24238 Hampton Rd, broken rail support



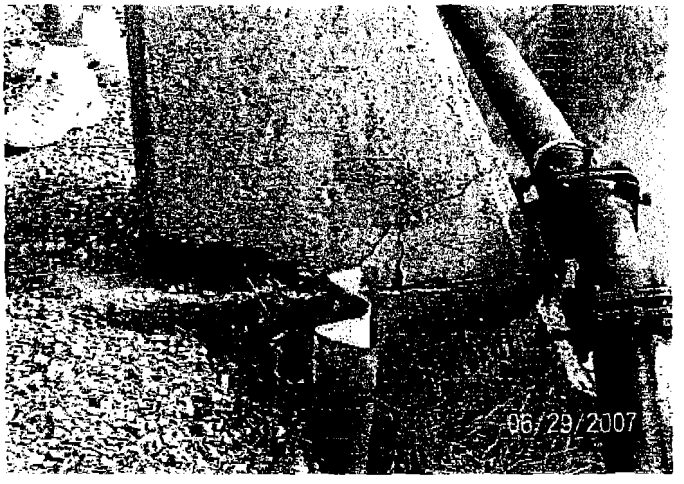
BN24238 Hampton Rd, approach roadway settling



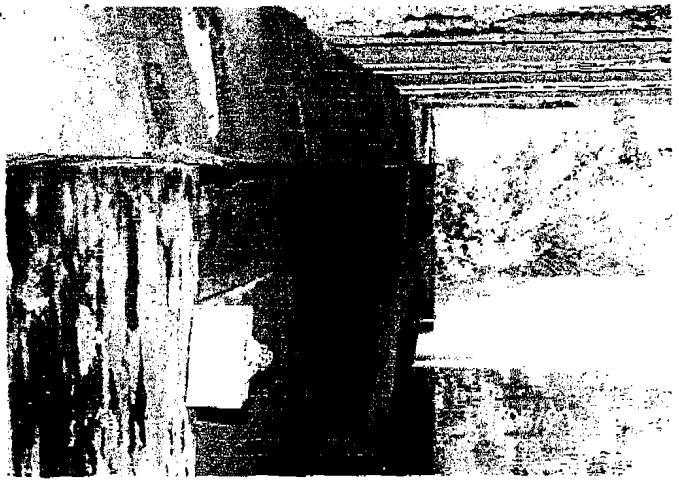
BN24238 Hampton Rd, approach roadway settling



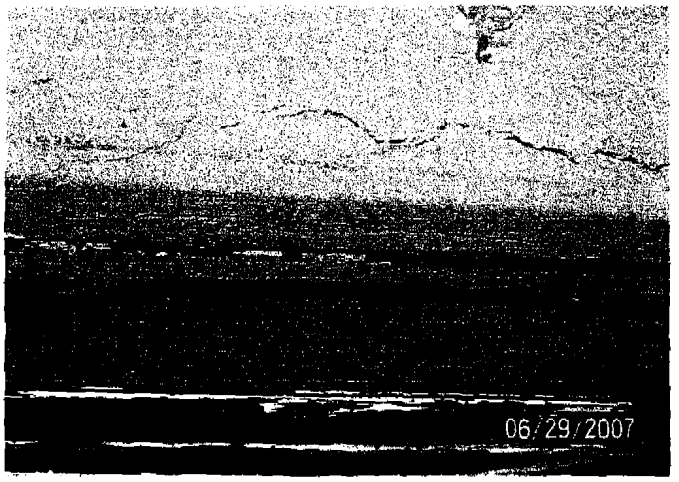
BN24238 Hampton Rd, broken rail support



BN24238 Hampton Rd, broken rail support



BN24580 Cedar Ave, Leaning piling and cap



BN24580 Cedar Ave, delaminated areas of spans



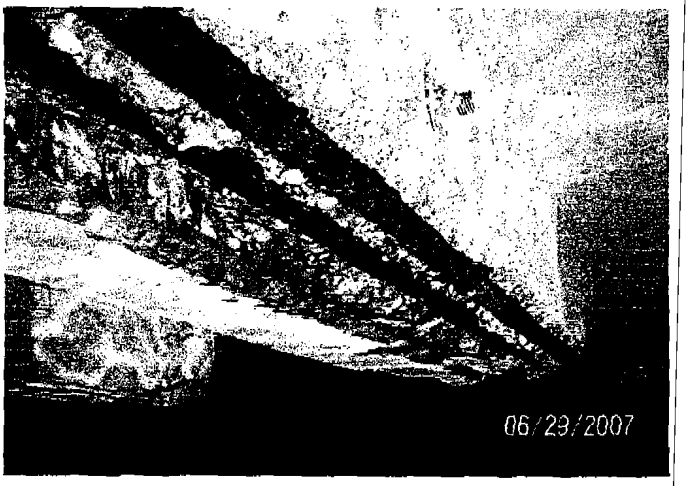
BN24580 Cedar Ave, delaminated areas of spans



BN24580 Cedar Ave, vertical split of timber piling



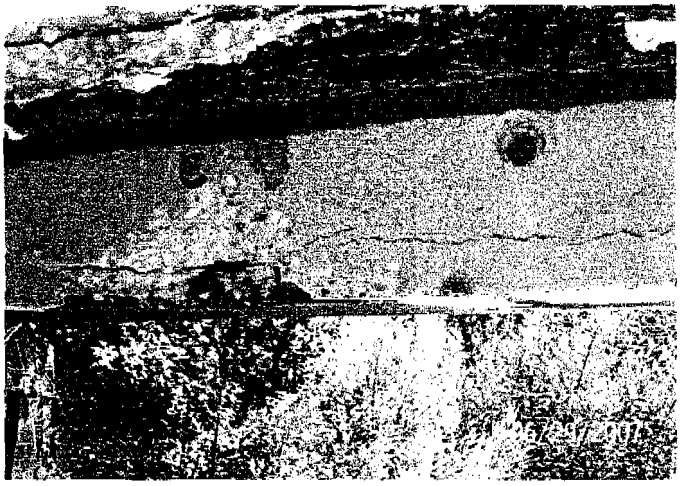
BN24580 Cedar Ave, inward leaning headwall



BN24580 Cedar Ave, section loss under spans



BN24580 Cedar Ave, delamination of span



BN24580 Cedar Ave, section loss under deck span

July 9, 2007, Item # 39

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER AUTHORIZING THE COUNTY ADMINISTRATOR TO ADVERTISE FOR ENGINEERING SERVICES FOR FEDERAL ROUTES REPAIRS WITH ER FUNDS

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE the County Administrator to advertise for engineering services for federal routes repairs with ER funds.

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 40

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER APPROVING TRAVEL, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE travel, as listed:

a) Cindy Simmons, Beautification Director, to attend KAB 2007 Midyear Forum, August 1-4, 2007 in Memphis, Tennessee, at no cost to the County.

b) Patti Dedeaux, Insurance Administrator, to attend the Express Scripts seminar, July 12, 2007 in Jackson, Mississippi, at an estimated cost of $100.00.

c) Janice Green, Gina Dougharty and four Harrison County seniors to participate at the Theater of Higher Learning Conference, July 26, 2007, in New Orleans, Louisiana, at no cost to the County.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 41

Supervisor **MARLIN R. LADNER** moved adoption of the following:

ORDER APPROVING CNET (COAST NARCOTICS ENFORCEMENT TEAM) AGREEMENT FOR FY 2007-2008, BY AND BETWEEN THE CITIES OF GULFPORT AND PASS CHRISTIAN AND HARRISON, HANCOCK AND STONES COUNTIES AND THE DISTRICT ATTORNEY FOR THE SECOND CIRCUIT COURT DISTRICT, AND AUTHORIZING THE BOARD PRESIDENT AND THE SHERIFF TO EXECUTE SAME ON BEHALF OF HARRISON COUNTY

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE CNET (Coast Narcotics Enforcement Team) Agreement for FY 2007-2008, by and between the cities of Gulfport and Pass Christian and Harrison, Hancock and Stones Counties and the District Attorney for the Second Circuit Court District, and authorizing the Board President and the Sheriff to execute same on behalf of Harrison County, which follows this Order as **Exhibit A**.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

(SUPERVISOR ROCKCO ABSENT & EXCUSED HEREAFTER)

AGREEMENT

THIS AGREEMENT made the first day of October 1, 2007 by the Mayors, Board of Alderman and City Council of the Cities of Gulfport and Pass Christian Mississippi; the Chiefs of the Gulfport and Pass Christian, The Boards of Supervisors of Harrison, Hancock and Stone Counties and the Sheriffs of Harrison, Hancock and Stone Counties, the District Attorney's Office for the Second Circuit Court District of Mississippi and the Mississippi Bureau of Narcotics.

WITNESSETH:

WHEREAS, the Mayors, Board of Aldermen and City Council of the Cities of Gulfport and Pass Christian are the duly elected governing authorities of the said cities and have the duty in law of adequately funding the operation of the police departments thereof pursuant to Section 21-21-41, Mississippi Code of 1972; and

WHEREAS, the Chiefs of the Gulfport and Pass Christian Departments are charged with the responsibility of enforcing the criminal laws of the State of Mississippi regarding controlled substances within said cities/counties pursuant to Section 41-29-109, Mississippi Code of 1972 and

WHEREAS, the Boards of Supervisors of Harrison, Hancock and Stone Counties, Mississippi are the duly elected governing body of said Counties and have the duty in law of adequately funding the operation of the Office of Sheriff as required by Section 12-25-13, Mississippi Code of 1972; and

EXHIBIT
A

AGREEMENT

THIS AGREEMENT made the first day of October 1, 2006 by the Mayors, Board of Alderman and City Council of the Cities of Gulfport and Pass Christian Mississippi; the Chiefs of the Gulfport and Pass Christian, The Boards of Supervisors of Harrison, Hancock and Stone Counties and the Sheriffs of Harrison, Hancock and Stone Counties, the District Attorney's Office for the Second Circuit Court District of Mississippi and the Mississippi Bureau of Narcotics.

WITNESSETH:

WHEREAS, the Mayors, Board of Aldermen and City Council of the Cities of Gulfport and Pass Christian are the duly elected governing authorities of the said cities and have the duty in law of adequately funding the operation of the police departments thereof pursuant to Section 21-21-41, Mississippi Code of 1972; and

WHEREAS, the Chiefs of the Gulfport and Pass Christian Departments are charged with the responsibility of enforcing the criminal laws of the State of Mississippi regarding controlled substances within said cities/counties pursuant to Section 41-29-109, Mississippi Code of 1972 and

WHEREAS, the Boards of Supervisors of Harrison, Hancock and Stone Counties, Mississippi are the duly elected governing body of said Counties and have the duty in law of adequately funding the operation of the Office of Sheriff as required by Section 12-25-13, Mississippi Code of 1972; and

WHEREAS, the Sheriffs of Harrison, Hancock and Stone Counties are charged by law with the responsibility of enforcing the criminal laws of the State of Mississippi regarding controlled substance within said counties pursuant to Section 41-29-109, Mississippi Code of 1972; and

WHEREAS, the Mississippi Bureau of Narcotics, created by Section 41-29-107, Mississippi Code of 1972, is the agency of the State of Mississippi having primary responsibility for enforcing the criminal laws of the State of Mississippi regarding controlled substance, and

WHEREAS, the District Attorney's Office is charged with the prosecution of felony criminal offenses in the Second Circuit Court District, and

WHEREAS, all of the above parties find and declare that violations of the controlled substances laws within the above names cities/counties constitute a significant portion of all felony violations committed within said cities/counties involved and that coordinated law enforcement by the parties as an exercise of their police power and their duty to protect the public from criminal activity would effectively reduce these violations, particularly those of unlawful sale, manufacture and distribution of controlled substance; and

WHEREAS, the above parties find and declare that a joint coordinated effort of city/counties and state law enforcement agencies within said cities/counties to enforce the criminal laws of the State of Mississippi regarding controlled substances would provide the maximum effectiveness and efficiency in the enforcement of such laws for the least cost to the taxpayers; and

WHEREAS, the parties hereto find and declare that the joint effort authorized by this agreement will make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and hereby provide a vital service that will best accord with geographic, economic and population factors which influence the needs and development of these communities; and

WHEREAS, the parties hereby state their beliefs that such an efficient, coordinated law enforcement effort may best be accomplished through a formal agreement pursuant to the authority of the Interlocal Cooperation Act of 1974, Sections 17-13-1 through 17-13-11, Mississippi Code of 1972, which requires approval by the Attorney General of an agreement executed pursuant to Sections 17-13-1, et seq.

WHEREAS, the Bureau of Narcotics is a party to this Agreement pursuant to Subsection (2), Section 17-13-11, Mississippi Code of1972, which requires its approval of this agreement executed pursuant to Sections 17-13-1, et seq., Mississippi Code of 1972, because the subject matter of the Agreement deals, in whole or in part, with the subject over which the Bureau of Narcotics has jurisdiction.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and pursuant to the authority of Sections 17-13-1, et seq., Mississippi Code of 1972, the Mayors, Board of Alderman and City Council of Gulfport and Pass Christian (hereinafter **Cities**), the Chiefs of the Gulfport and Pass Christian Police Departments (hereinafter **Chiefs**), the Boards of Supervisors of Harrison, Hancock and Stone Counties, the Sheriffs of Harrison, Hancock and Stone (hereinafter **Sheriffs**), and the Mississippi Bureau of Narcotics (hereinafter **Bureau**) and the District Attorney's Office of the Second Circuit Court District, (also collectively or individually called **Agencies** or **Agent**) hereby agree as follows:

1. This Agreement shall take effect upon the date of approval by the Attorney General of Mississippi, and remain in full force and effect for a term of five (5) years thereafter. This Agreement may be modified by the parties hereto; however, any modification of this Agreement shall be approved by the Attorney General prior to the implementation of the modification.

2. a. There is hereby established a joint, cooperative effort to enforce the criminal laws of the State of Mississippi regarding controlled substances in the aforementioned areas. For the purpose of this Agreement, this joint effort and personnel involved therein shall be referred to as the **Coastal Narcotics Enforcement Team** (hereinafter **Team**). The primary objective of the Team shall be the enforcement of the Uniformed Controlled Substances Law.

b. A secondary objective shall be the collection, analysis and dissemination to authorized users of general criminal and drug intelligence. Such data shall be collected by the Team's participants and submitted to the Bureau upon the approved form for the inclusion of the State Criminal Intelligence Data Base. The Unit shall have full access to the use of the database limited only by applicable state and federal statute. Full coordination and cooperation in the sharing of appropriate intelligence between all state, county and city agencies within the geographical area served by the Coastal Narcotics Enforcement Team is encouraged.

c. The Team shall concentrate its enforcement activities within the cities of Gulfport, and Pass Christian and the counties of Harrison, Hancock and Stone, and individual officers may engage in enforcement activity outside of the agency by whom they are employed only if the lawful authority in the jurisdiction in which they are to operate has duly appointed such officer to be a law enforcement officer with said jurisdiction thereby certifying the appointed officer as a Special Contract Agent authorized to enforce the law in that jurisdiction. In addition, individual officers may not conduct law enforcement activities outside their original jurisdiction without the expressed approval of the unit commander or assistant unit commander. The head of each City/County law enforcement agency shall submit to the Team Commander a letter appointing such officers/deputies deemed appropriate by them for consideration as Team agents to perform duties inside the three (3) county area covered by this agreement. Duties outside this targeted area may only be through assignment by their respective Chief/Sheriff.

In any event, individual officers will not be assigned to participate in non-Coastal Narcotics Enforcement Team cases outside the jurisdiction of their employing agency. All requests for Team police officers/deputy sheriffs to be appointed as MBN Non-Compensated Special Contract Agents (SCA) will be approved by the Board prior to the applications being forwarded to the Bureau Director for his decision whether to make the appointment or not.

d. As to the powers and authority, the Team shall have only that power and authority granted either the Bureau or the Cities/Counties by statue, particularly those set forth in the preamble to this Agreement, and shall have no power or authority except that which may be granted the Bureau or Agencies in the enforcement of the criminal laws regarding controlled substances. The Team shall handle all violations of the controlled substances law whether felony or misdemeanor violations.

e. The specific statutory authority vested in each party to this Agreement is Section 41-29-109, Mississippi Code of 1972, for the Cities/Counties, and Section 41-29=107, etc seq., Mississippi Code of 1972, for the Bureau.

3. a. The heads of the participating agencies will constitute an Advisory Group. The Advisory Group forms a (7) member Control Board (hereinafter referred to as the **Board**) such members to be selected from a group consisting of the law enforcement chiefs/sheriffs of the Agencies. For coordination purposes, a nonvoting member of the Bureau shall be one (1) of the (7) members. The Board will then elect a chairman and a vice-chairman to serve when the chairman is unable to attend the meetings of the Board. The Chairman shall preside over all meetings of the Board. A majority vote is required to pass any matter presented to the Board. The members of the Board may vote by proxy if they are unable to attend the scheduled meeting. Additionally, each member of the Board shall have (1) vote each on special matters such as dividing forfeited funds or property and any other matters decided by the Board.

b. The commander of the Team shall be provided by the Bureau and answer directly to the chairman of the Board, and also to the Bureau District Commander on all matters concerning the Team.

c. The Board shall establish operating procedures, policies, and regulations for the Team; however, if these regulations or policies are in conflict with Bureau regulations, Bureau regulations or policies will override.

d. The Board shall decide upon any new agencies joining the Team and shall have authority to approve the new agencies' assignee to this Team.

e. The Board shall set criteria for the amount of participation each individual agency will need to contribute. This criteria will be based on the following in a one (1) year period—no less than twenty (20) of one (1) or a combination of the below listed items:

a. CASES INITIATED

b. CASE ASSISTS

c. INTELLIGENCE REPORTS PREPARED

d. UNDERCOVER PURCHASES

e. CONFIDENTIAL INFORMANT ESTABLISHMENT

f. DRUG AWARENESS PROGRAMS

g. DRUG RELATED ARRESTS

f. The entire Board shall recommend any Unit spending above $1,000.00, to include monthly bills, equipment, etc., with the exception of PIPE. Such spending will be in accordance with the guidelines specified in paragraph 7 of this Agreement and will be in accordance with state law and State Audit Department rules and regulations.

g. The Board shall decide what powers the chairman shall have as to the recommended spending of other expenditures. Such powers shall be in accordance with State Audit

Department rules and regulations. Spending will be in accordance with guidelines specified in Paragraph 6 of this Agreement.

4. Each agency shall be on a six (6) month probation period. At the end of the six (6) month probationary period the Board will review each individual agency's amount of participation, such as manpower assigned to the Team, hours expended, money budgeted and contributed to the Team, etc.

5. a. Each participating agency shall, through their Chief Law Enforcement Officer, assign personnel of this department to temporary, part-time or full-time duty with the Team. The control Board will insure that the allocation of personnel from each agency is consistent with objectives of this Agreement and in relation to the size of each agency, the size of this law enforcement agency, and the amount of Team activity within each Agency. Any such person assigned shall work under the immediate supervision and direction of the Team Commander and shall adhere to the rules and regulations of the Mississippi Bureau of Narcotics with regard to operational procedure to include: field testing, chain-of-custody, evidence handling, case reports and accounting for public funds and other relevant matters of policy and procedure. However, any disciplinary actions, beyond dismissal from the Team as provided by each agent's individual contract, shall be administered by the officer's parent agency. The Team Commander shall have authority to temporarily suspend any agent from Unit pending action by the Board. The Board will take action on any such suspensions within seven (7) calendar days.

It shall be clearly understood and is hereby affirmatively stated that the Bureau of Narcotics is not by this Agreement accepting a co-employer status with any other agency within this Agreement. All matters concerning employment compensation, wage and hour concerns under the FLSA, Workers Compensation and any other matters relating to employer-employee relations are the sole responsibility of the employee's primary agency and not he Mississippi Bureau of Narcotics. **Legal**

representation will not be afforded non-MBN Team personnel by the Bureau for claims arising from the performance of duties under this Agreement. Said representation must come from each Team officer's permanent employer. It should be understood that any matters of litigation arising out of this agreement may be submitted to the Attorney General by the agency concerned for consideration for legal representation. Such representation shall be decided on a case by case basis by the Civil Litigation Section head. (This provision is based on May 9, 1996 Metro Narcotics Unit (Jackson, MS) correspondence with the Attorney General's Opinion Division.)

b. All officers assigned to the Team by the parties hereto must meet the same requirements imposed on a Bureau agent regarding background investigations, work history, polygraph examination, urinalysis and similar requirements, but shall be exempt from the age requirements and limitations provided, however, that no such officer shall be less than twenty-one (21) years of age. All officers assigned to the Team by the parties will be subject to random urinalysis and/or polygraph testing at the option of the control board, commander of the Team, or the MBN Director. Failure to comply will result in termination of status and removal from the team. All assigned officers shall have been previously certified under Minimum Standards Board.

c. Officers assigned to the unit will follow Bureau methods and procedures of field testing, chain-of-custody, evidence handling, case reporting and accounting for public funds. The Bureau agrees to train officers in such Bureau methods and procedures.

d. The fidelity bond of the officers assigned by the Agencies shall be paid by their Agencies and the bond of Bureau agents will be paid by the Bureau. There shall be no requirements of third-party fidelity bonds. Each officer must be individually named on their agency's bond. A blanket bond is not sufficient.

The head of each member city/county law enforcement agency will provide to the Board a letter of interpretation from their respective bonding company stating that the bond provides coverage to

named officers outside the jurisdiction of the city/county while said officers are performing Team duties.

e. All personnel, while performing duties within the Unit, shall come under the direct control and supervision of the Team commander and each officer, while performing said duties, shall operate strictly by the operating policies and procedures of the Mississippi Bureau of Narcotics. It is the responsibility of the Team commander to immediately report any violations of the aforesaid rules and regulations for appropriate disciplinary action.

f. Each Agency shall compensate their individual officers and defray their individual expenses while such officer operates under this contract. The Bureau shall compensate any agents, which it may assign to the Team.

Officers assigned to the Team shall receive their normal compensation and expenses in the manner currently used by the individual Agencies to determine and pay compensation and expenses for their officers. Any expenses paid by the Bureau in its discretion for the Team officers shall be governed by Bureau regulations and applicable state law.

6. a. The board operational goals and policies of the Team shall be formulated by the Control Board which shall be selected from the group of heads of the law enforcement units from each member Agency, and one (1) appointed by the Director of the Bureau. The day to day operations of the Team shall be directed by the Team commander in furtherance of the goals and policies formulated by the Control Board. The Board shall meet quarterly to review the progress of the Team and to insure that the Team commander is acting in furtherance of the goals and policies formulated by the Board.

b. The Team commander or his designee shall be the project director for the Team and may apply for and administer any federal, state, local or private appropriations or grant funds made available for operations of the Team, and thereafter may employ such staff as may be required to assist it in the conduct of its business with the approval of the Board. Neither the Unit or Board can receive

and expend such funds directly. Such support must be in the form of a lawfully budgeted commitment through procedures established in Paragraph 7c below.

c. Funds for the Team will be accounted for and disbursed to the Team according to state law and State Audit Department rules and regulations by and through the City of Gulfport, City Comptroller, pursuant to Section 17-13-9(d), Miss. Code of 1972. Said Comptroller shall account for the respective funds obligated to the Unit through established budget, claims and purchasing procedures as set out in state law and State Audit Department rules and regulations. This account shall be administered by the Gulfport Police Grants Coordinator and used for purchase of information and purchase of evidence and shall be maintained in a current status and available for audit by any person authorized to conduct an official audit or any member of the governing Board or Bureau coordinator. It is understood by all parties that funding provided under this Agreement cannot by accomplished by direct payments or contributions to the Team. The Team can only be funded and supported as any other city or county department and not as a separate and independent entity. The Board may only recommend the budget, purchases and expenditures.

d. The Control Board of the Team, along with the Team commander, shall be responsible for establishing procedures for the proper conduct of financial affairs, in accordance with existing State Department of Audit regulations, including procedures which may be necessary to insure that regulations for use of funds by the participating Agencies are followed.

e. The participating Agencies may supply sums of money to be used in procuring of evidence, as defined in Section 99-27-37, Mississippi Code of 1972, which shall be expended and accounted for under the same provisions as if they were expended by the Bureau and shall be maintained and available for audit by the Bureau or the State Auditor. The Bureau may in its discretion make available supplemental PIPE funds and other equipment and manpower as may be required.

f. Forfeitures produced by or arising out of enforcement efforts of the Team shall be divided according to the guidelines set forth in state law, [§41-29-181], and/or the Federal Asset Sharing Program. It is understood that the Team does not have the authority to own or hold assets independently of the participating agencies.

For the purpose of adherence to state statutory guidelines, 80% of forfeiture proceeds shall be provided to the law enforcement agency whose Team officer initiated the case. Distribution of the remaining 20% shall occur by equitable division among other participating law enforcement agencies to include the Team. The City of Gulfport Comptroller will receive forfeited assets on behalf of the Team. Expenses of liquidation and court costs will be deducted before the 80/20 split is made.

g. All participating members of the Team, with the exception of the Bureau, agree that if an officer of their department who is not assigned to the Team makes a case involving drugs in which forfeitable assets are involved, that the Team may be called to assist the officer. The initiating agency shall be the law enforcement agency initiating the case. After expenses of liquidation and court costs are deducted, 80% of the forfeiture shall be received by the initiating agency. The remaining 20% shall be equitably divided among all participating law enforcement agencies to include the Team. The City of Gulfport Comptroller will receive forfeited proceeds on behalf of the Team.

All participating members of the Team agree to contribute 25% of their share of all forfeitures to the Team for operating expenses. The City of Gulfport will receive these funds on behalf of the Team.

Upon expiration of this agreement, or subsequent agreements, or the disbandment of the Team, forfeited assets received by the City of Gulfport Comptroller on behalf of the Team shall be divided equally among the agencies participating on the Team at the time of termination, or said property may be sold in accordance with state law, and the proceeds divided equally among the agencies.

h. The District Attorney's Office of the Second Circuit Court District will handle all forfeitures arising from seizures made under this agreement except those seizures in which the

Mississippi Bureau of Narcotics is the seizing agency. Such forfeitures will be handled by MBN. Whenever forfeiture of money is involved, mailing costs, filing fees and other miscellaneous cost will be deducted from the forfeiture proceeds before the 80/20 split is determined. In cases where vehicles, weapons or other property is forfeited and the property will be put into service and not immediately liquidated, the property will be titled to the agency as determined by the Board. The receiving agency will then be responsible for all maintenance, insurance and other costs of the property. When the property is liquidated, expenses will be deducted and the proceeds will be divided under the 80/20 split described above.

i. Each agency shall be responsible for maintenance and repairs on the vehicle their agent assigned to the Team occupies. The use by the Team of any existing equipment or materials owned by the agencies shall not be construed to transfer title to such to the Bureau or Team. It is understood by all parties that the Team does not have authority to own or hold assets independently of the agencies who are parties to this agreement.

j. All news releases pertaining to Team enforcement activity shall be formulated by the Team commander and the heads of the affected law enforcement agencies and the release will be given in coordination with the Team Commander by the affected agency chief law enforcement officer or his designee.

7. a. Any party to this Agreement may terminate the provisions of this Agreement by giving notice in writing to the other parties, forwarded by certified mail, return receipt requested, or hand delivered at least twenty-four (24) hours prior to the date of termination. In the event any party hereto terminates participation on the Team, the remaining parties may continue to operate under this Agreement.

b. No amendment to this Agreement shall be effective unless it is set forth in writing and adopted by all parties hereto in the manner provided by law and this agreement for each.

c. Any and all personal property acquired in the certain and for the operation of the Team shall be acquired in the name of and title shall vest in the party to this Agreement who shall provide the funds with which the property is acquired. A complete inventory of the property and the owner thereof shall be maintained by the Team commander. Upon termination of this Agreement, all equipment, materials and other tangible items purchased shall be the property of the office or governmental body which provided funds for the purchase and shall be delivered to the office or body within thirty (30) days after termination of this Agreement. Any property purchased with joint funds or otherwise acquired by the Team shall upon Agreement and total dissolution of the Team, be divided among the agencies participating in the Team at such time according to agreement reached between such agencies. If no agreement is reached between such agencies within thirty (30) days of dissolution, then property purchased with joint funds or otherwise acquired by the Team shall be sold and, after deducting costs of sale, the proceeds shall be equally divided among the agencies participating in the Agreement. It is understood that the Team does not have the authority to own or hold assets independently of the governing authorities to the Agreement. The participating Agencies may own assets, which per this Agreement are made available for use by the Team. However, the participating Agencies may jointly own some or all of the assets.

d. This Agreement shall be submitted to the Attorney General of the State of Mississippi for approval and shall thereafter be filed for record with the Chancery Clerks of the Counties; a copy shall be filed with the Secretary of State and the State Department of Audit within sixty (60) days after it takes effect. The Team will operate under the name Coastal Narcotics Enforcement Team and will be filed with the appropriate agencies under the title.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement by their duly authorized representatives with full rights, power and authority and on the date as set out above,

Mississippi Bureau of Narcotics:

Marshall Fisher, Director	Dwayne Brewer, Captain

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly Authorized representatives with full rights power and authority and on the date as set out above.

City of Gulfport

_____	_____
Brent Warr	Alan Weatherford
Mayor	Chief of Police

_____
Clerk

Date:_____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly Authorized representatives with full rights, power and authority and on the date as set out above.

Stone County Board of Supervisors:

Duncan Ray Hatten, President	Mike Farmer, Sheriff

Clerk

Date

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly Authorized representatives with full rights, power and authority and on the date as set out above.

Harrison County Board of Supervisors:

Connie Rocko, President	George H. Payne, Jr., Sheriff
Clerk	
Date	

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly Authorized representatives with full rights, power and authority and on the date as set out above.

City of Pass Christian:

Edward McDermott Mayor	John Dubuisson Chief of Police

Clerk

Date

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly Authorized representatives with full rights, power and authority and on the date as set out above.

The Hancock County Board of Supervisors:

Rodrick Pullman,
President

Steve Garber, Sheriff

Clerk

Date

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly Authorized representatives with full rights, power and authority and on the date as set out above.

Harrison County Board of Supervisors:

_____
President

_____
Cono Caranna,
District Attorney

_____
Clerk

_____
Date

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 42

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER APPROVING COMPENSATION FOR POLL WORKER TRAINING FOR THE AUGUST PRIMARY ELECTIONS, AS AUTHORIZED BY HOUSE BILL 1259 OF THE MISSISSIPPI LEGISLATURE, REGULAR SESSION 2007

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE compensation for poll worker training for the August primary elections, as authorized by House Bill 1259 of the Mississippi Legislature, Regular Session 2007, a copy of which follows this Order as **Exhibit A.**

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

MISSISSIPPI LEGISLATURE REGULAR SESSION 2007

By: Representative Reynolds

To: Apportionment and Elections

HOUSE BILL NO. 1259
(As Sent to Governor)

AN ACT TO AMEND SECTION 23-15-35, MISSISSIPPI CODE OF 1972, TO DELAY UNTIL JULY 1, 2009, THE DATE UPON WHICH REGISTRATION OF MUNICIPAL VOTERS MUST COMPLY WITH THE REQUIREMENTS OF THE STATEWIDE ELECTIONS MANAGEMENT SYSTEM; TO AMEND SECTION 23-15-239, MISSISSIPPI CODE OF 1972, TO INCREASE THE NUMBER OF TRAINING SESSIONS FOR WHICH POLL MANAGERS MAY BE COMPENSATED; AND FOR RELATED PURPOSES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1. Section 23-15-35, Mississippi Code of 1972, is amended as follows:

[Until January 1, 2009, this section shall read as follows:]

23-15-35. (1) The clerk of the municipality shall be the registrar of voters of the municipality, and shall take the oath of office prescribed by Section 268 of the Constitution. The governing authorities shall provide suitable municipal registration books, which shall conform as nearly as practicable to the county registration books. The registrar shall, as nearly as may be practicable, and where not otherwise provided, comply with all the provisions of law regarding state and county elections in keeping and maintaining such registration books and in registering voters thereon. Applications for registration as electors of the municipality shall be made upon a triplicate form provided by and prepared at the expense of the county registrar, which form shall conform as nearly as practicable to the application for registration form provided for in Section 23-15-39.

(2) The municipal clerk shall be authorized to register applicants as county electors. The municipal clerk shall forward notice of registration, a copy of the application for

EXHIBIT A

registration, and any changes to the registration when they occur, either by certified mail to the county registrar or by personal delivery to the county registrar provided that a numbered receipt is signed by the registrar in return for the described documents. Upon receipt of the copy of the application for registration or changes to the registration, and if a review of the application indicates that the applicant meets all the criteria necessary to qualify as a county elector, then the county registrar shall make a determination of the county voting precinct in which the person making the application shall be required to vote. The county registrar shall send this county voting precinct information by United States first-class mail, postage prepaid, to the person at the address provided on the application. Any and all mailing costs incurred by the municipal clerk or the county registrar in effectuating this subsection shall be paid by the county board of supervisors. If a review of the copy of the application for registration or changes to the registration indicates that the applicant is not qualified to vote in the county, the county registrar shall challenge the application. The county election commissioners shall review any challenge or disqualification, after having notified the applicant by certified mail of the challenge or disqualification.

(3) The municipal clerk shall issue to the person making the application a copy of the application, and the county registrar shall process the application in accordance with the law regarding the handling of voter registration applications.

(4) The receipt of a copy of the application for registration sent pursuant to Section 23-15-39(3) shall be sufficient to allow the applicant to be registered as an elector in the municipality, provided that such application is not challenged as provided for therein.

[From and after January 1, 2009, this section shall read as follows:]

23-15-35. (1) The clerk of the municipality shall be the registrar of voters of the municipality, and shall take the oath of office prescribed by Section 268 of the Constitution. The municipal registration shall conform to the county registration which shall be a part of the official record of registered voters as contained in the Statewide Elections Management System. The municipal clerk shall comply with all the provisions of law regarding the registration of voters, including the use of the voter registration applications used by county registrars and prescribed by the Secretary of State under Sections 23-15-39 and 23-15-47.

(2) The municipal clerk shall be authorized to register applicants as county electors. The municipal clerk shall forward notice of registration, a copy of the application for registration, and any changes to the registration when they occur, either by certified mail to the county registrar or by personal delivery to the county registrar provided that a numbered receipt is signed by the registrar in return for the described documents. Upon receipt of the copy of the application for registration or changes to the registration, and if a review of the application indicates that the applicant meets all the criteria necessary to qualify as a county elector, then the county registrar shall make a determination of the county voting precinct in which the person making the application shall be required to vote. The county registrar shall send this county voting precinct information by United States first-class mail, postage prepaid, to the person at the address provided on the application. Any and all mailing costs incurred by the municipal clerk or the county registrar in effectuating this subsection shall be paid by the county board of supervisors. If a review of the copy of the application for registration or changes to the registration indicates that the applicant is not qualified to vote in the county, the county registrar shall challenge the application. The county election

commissioners shall review any challenge or disqualification, after having notified the applicant by certified mail of the challenge or disqualification.

(3) The municipal clerk shall issue to the person making the application a copy of the application and the county registrar shall process the application in accordance with the law regarding the handling of voter registration applications.

(4) The receipt of a copy of the application for registration sent pursuant to Section 23-15-39(3) shall be sufficient to allow the applicant to be registered as an elector in the municipality, provided that such application is not challenged as provided for therein.

SECTION 2. Section 23-15-239, Mississippi Code of 1972, is amended as follows:

23-15-239. (1) The executive committee of each county, in the case of a **primary election**, or the commissioners of election of each county, in the case of all other elections, in conjunction with the circuit clerk, **shall sponsor and conduct**, not less than **five (5) days prior** to **each election**, **training sessions** to **instruct managers** as to their duties in the **proper administration** of the **election** and the **operation of the polling place**. No manager shall serve in any election unless he has received such instructions once during the twelve (12) months immediately preceding the date upon which such election is held; however, nothing in this section shall prevent the appointment of an alternate manager to fill a vacancy in case of an emergency. The county executive committee or the commissioners of election, as appropriate, shall train a sufficient number of alternates to serve in the event a manager is unable to serve for any reason.

(2) (a) If it is eligible under Section 23-15-266, the county executive committee may enter into a written agreement with the circuit clerk or the county election commission authorizing the circuit clerk or the county election commission to perform any

of the duties required of the county executive committee pursuant to this section. Any agreement entered into pursuant to this subsection shall be signed by the chairman of the county executive committee and the circuit clerk or the chairman of the county election commission, as appropriate. The county executive committee shall notify the State Executive Committee and the Secretary of State of the existence of such agreement.

(b) If it is eligible under Section 23-15-266, the municipal executive committee may enter into a written agreement with the municipal clerk or the municipal election commission authorizing the municipal clerk or the municipal election commission to perform any of the duties required of the municipal executive committee pursuant to this section. Any agreement entered into pursuant to this subsection shall be signed by the chairman of the municipal executive committee and the municipal clerk or the chairman of the municipal election commission, as appropriate. The municipal executive committee shall notify the State Executive Committee and the Secretary of State of the existence of such agreement.

(3) **The board of supervisors, in their discretion, may compensate managers who attend such training sessions.** The compensation shall be at a rate of not less than the federal hourly minimum wage nor more than **Twelve Dollars ($12.00) per hour.** Managers **shall not be compensated** for more than **eight (8) hours of attendance** at the **training sessions** regardless of the actual amount of time that they attended the training sessions.

(4) The time and location of the training sessions required pursuant to this section shall be announced to the general public by posting a notice thereof at the courthouse and by delivering a copy of the notice to the office of a newspaper having general circulation in the county five (5) days before the date upon which the training session is to be conducted. Persons who will serve as poll watchers for candidates and political parties, as well as

members of the general public, shall be allowed to attend the sessions.

(5) Subject to the following annual limitations, the commissioners of election shall be entitled to receive a per diem in the amount of Eighty-four Dollars ($84.00), to be paid from the county general fund, for every day or period of no less than five (5) hours accumulated over two (2) or more days actually employed in the performance of their duties for the necessary time spent in conducting training sessions as required by this section:

(a) In counties having less than fifteen thousand (15,000) residents according to the latest federal decennial census, not more than five (5) days per year;

(b) In counties having fifteen thousand (15,000) residents according to the latest federal decennial census but less than thirty thousand (30,000) residents according to the latest federal decennial census, not more than eight (8) days per year;

(c) In counties having thirty thousand (30,000) residents according to the latest federal decennial census but less than seventy thousand (70,000) residents according to the latest federal decennial census, not more than ten (10) days per year;

(d) In counties having seventy thousand (70,000) residents according to the latest federal decennial census but less than ninety thousand (90,000) residents according to the latest federal decennial census, not more than twelve (12) days per year;

(e) In counties having ninety thousand (90,000) residents according to the latest federal decennial census but less than one hundred seventy thousand (170,000) residents according to the latest federal decennial census, not more than fifteen (15) days per year;

(f) In counties having one hundred seventy thousand (170,000) residents according to the latest federal decennial census but less than two hundred thousand (200,000) residents according to the latest federal decennial census, not more than eighteen (18) days per year;

(g) In counties having two hundred thousand (200,000) residents according to the latest federal decennial census but less than two hundred twenty-five thousand (225,000) residents according to the latest federal decennial census, not more than nineteen (19) days per year;

(h) In counties having two hundred twenty-five thousand (225,000) residents according to the latest federal decennial census but less than two hundred fifty thousand (250,000) residents according to the latest federal decennial census, not more than twenty-two (22) days per year;

(i) In counties having two hundred fifty thousand (250,000) residents according to the latest federal decennial census but less than two hundred seventy-five thousand (275,000) residents according to the latest federal decennial census, not more than thirteen (13) days per year;

(j) In counties having two hundred seventy-five thousand (275,000) residents according to the latest federal decennial census or more, not more than fourteen (14) days per year.

(6) Commissioners of election shall claim the per diem authorized in subsection (5) of this section in the manner provided for in Section 23-15-153(6).

SECTION 3. The Attorney General of the State of Mississippi shall submit this act, immediately upon approval by the Governor, or upon approval by the Legislature subsequent to a veto, to the Attorney General of the United States or to the United States District Court for the District of Columbia in accordance with the

provisions of the Voting Rights Act of 1965, as amended and extended.

SECTION 4. This act shall take effect and be in force from and after the date it is effectuated under Section 5 of the Voting Rights Act of 1965, as amended and extended.

July 9, 2007, Item # 43

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER APPROVING PAYMENT OF CLAIM OF CASUALTY ACTUARIAL CONSULTANTS, INC. IN THE AMOUNT OF $3,750.00 FOR ACTUARIAL REPORT FOR LIABILITY COVERAGE ENDING 10/1/2006 AND PROJECTED LOSSES FOR THE CURRENT 10/1/06-07 PERIOD, PAYABLE FROM 001-121-570

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment of claim of Casualty Actuarial Consultants, Inc. in the amount of $3,750.00 for actuarial report for liability coverage ending 10/1/2006 and projected losses for the current 10/1/06-07 period, payable from 001-121-570.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 44

Supervisor **MARLIN R. LADNER** moved adoption of the following:

ORDER ACKNOWLEDGING RECEIPT OF THE LONG BEACH WATER MANAGEMENT DISTRICT DOCKET OF CLAIMS APPROVED AT ITS JUNE 21, 2007 MEETING, AS SUBMITTED BY DUKES, DUKES, KEATING & FANECA, AND AUTHORIZING THE CHANCERY CLERK TO PAY CLAIMS, AS LISTED

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of the Long Beach Water Management District docket of claims approved at its June 21, 2007 meeting, as submitted by Dukes, Dukes, Keating & Faneca, and authorizing the Chancery Clerk to pay claims, as listed:

a) Mary Ladner, Commissioner, $40.00

b) Brett Mallette, Commissioner, $40.00

c) Dukes, Dukes, Keating & Faneca, Attorney's fee, $4,198.39

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 45

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER APPROVING CIAP REQUESTS FOR PAYMENT, AS LISTED, WHICH HAVE BEEN APPROVED FOR PAYMENT BY MELANIE FLOYD, GRANTS MANAGEMENT FOR MISSISSIPPI DEQ, AND LARRY LEWIS WITH BMI, PAYABLE UPON RECEIPT OF FUNDS

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE CIAP requests for payment, as listed, which have been approved for payment by Melanie Floyd, Grants Management for Mississippi DEQ, and Larry Lewis with BMI, payable upon receipt of funds:

a) $60,225.60 to Land Trust for the Mississippi Coastal Plains, MS.24.09 request for payment #05 ($23,716.84 county portion).

b) $136,602.17 to Harrison County Smart Growth, MS.24.02 request for payment # 11, final (all county).

c) $5,871.16 to USM, Inv.# 4066-04, for MS.24.07 request for payment #26, final. (all county).

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

July 9, 2007, Item # 46

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER ACKNOWLEDGING RECEIPT OF THE MINUTES AND EXPENDITURES OF THE HARRISON COUNTY DEVELOPMENT COMMISSION FOR THE MEETINGS OF APRIL 24, 2007 AND MAY 22, 2007, RECEIVED BY AND ON FILE WITH THE CLERK OF THE BOARD/COUNTY AUDITOR, PER SEC. 59-9-27(2), MS CODE OF 1972, ANNOTATED.

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of the minutes and expenditures of the Harrison County Development Commission for the meetings of April 24, 2007 and May 22, 2007, received by and on file with the Clerk of the Board/County Auditor, per Sec. 59-9-27(2), MS Code of 1972, Annotated.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 47

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following Order:

AN ORDER OF THE HARRISON COUNTY BOARD OF SUPERVISORS APPROVING THE TEMPORARY RELOCATION OF PRECINCT 203-1, EAST LYMAN, ORANGE GROVE COMMUNITY CENTER VOTING PRECINCT INTO TRAILERS TO BE PLACED IN THE PARKING LOT ADJACENT TO THE BUILDING, AND FOR RELATED PURPOSES

WHEREAS, on July 7, 2007, a fire of unknown origin severely damaged the Orange Grove Community Center; and

WHEREAS, for some years, the Orange Grove Community Center has served as the location for Voting Precinct 203-1 East Lyman; and

WHEREAS, the party primaries are now scheduled to be held in less than thirty (30) days, and it is essential that space be provided for the voters in Precinct 203-1 East Lyman; and

WHEREAS, the Board finds that it would be appropriate to place air conditioned trailers in the parking lot adjacent to the damaged building to serve as a temporary voting precinct.

NOW THEREFORE, BE IT ORDERED,

SECTION I. The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION II. Due to a fire severely damaging the Orange Grove Community Center, which housed Voting Precinct 203-1 East Lyman, it is necessary to provide a place for the voters to participate in the upcoming election.

SECTION III. Upon the adoption of this Order, the County is authorized to provide air conditioned trailers to be placed in the parking lot adjacent to the Orange Grove Community Center to serve as the temporary voting precinct for 203-1 East Lyman.

SECTION IV. The Board Attorney is hereby directed to advise the United States Department of Justice with regard to this temporary relocation of the voting precinct.

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 48

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER APPROVING CHANGE ORDER NO. 1 TO CONTRACT OF SAMUEL B. DAY CONSTRUCTION, INC. FOR AN INCREASE IN THE AMOUNT OF $108,938.00 FOR INSTALLATION OF A SPRINKLER SYSTEM AT THE WOOLMARKET SENIOR CENTER, FOR A NEW GRAND TOTAL OF $1,342,559.00, AS RECOMMENDED BY DANIEL R. BOUDREAUX, COUNTY ENGINEER, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE SAME

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE Change Order No. 1 to contract of Samuel B. Day Construction, Inc. for an increase in the amount of $108,938.00 for installation of a sprinkler system at the Woolmarket Senior Center, for a new grand total of $1,342,559.00, as recommended by Daniel R. Boudreaux, County Engineer; and the Board president is HEREBY AUTHORIZED to execute said change order, which follows this Order as **Exhibit A**.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	AYE

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

CHANGE ORDER

No. 1

Dated July 9, 2007

Owner's Project No. N/A Engineer's Project No. N/A

Project Woolmarket Senior Center

Owner Harrison County Board of Supervisor

Contractor Samuel B. Day Construction, Inc. Contract Date May 8, 2007

Contract For Woolmarket Senior Center

To: Samuel B. Day Contractor

You are directed to make the changes noted below in the subject contract:

Owner Harrison County Board of Supervisors

By _____
Larry Benefield, President

Date July 9, 2007

Nature of the Change

1. Furnish and install wet pipe sprinkler system including 6" tap, 6" c-900 piping to building, system closet and sprinkler system for the sum of $108,938.00 (one hundred eight thousand nine hundred thirty eight and 00/100 dollars.

Enclosures:

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price Prior to This Change Order	$ 1,233,621.00
Net (**Increase**) (Decrease) Resulting from this Change Order	$ 108,938.00
Current Contract Price Including This Change Order	$ 1,342,559.00

NSPE 1910-8-B (1970 Edition)

C 1970, National Society of Professional Engineers

EXHIBIT A

Contract Time Prior to This Change Order August 25, 2007 Calendar Days.

Net (Increase) (Decrease) Resulting From This Change Order 0 Calendar Days.

Current Contract Time Including This Change Order August 25, 2007 Calendar Days.

The Above Changes Are Approved:

Harrison County Engineering Department
ENGINEER

By _____
Daniel R. Boudreaux, P.E.

Date July 9, 2007

The Above Changes Are Accepted:

Samuel B. Day Construction, Inc.
CONTRACTOR

By _____

Date 7/6/07

Woolmarket Senior

6/11/07

Prepared By	Initials	Date
Approved By		

Sprinkler Sales

1							
2	Plumbing					13300	
3	6" Serv.	1					
4							
5	Sprinkler	1				52500	
6							
7							
8	Taps	1 1/2				6800	
9							
10							
11	Patch Asphalt	240 SF	5			1200	
12	6" x 4"						
13	Core	12 EA	30			360	
14							
15							
16	Door w/ Hardware	1 EA	500		100	500	100
17							
18	Painting	276 SF	1			276	
19	Door	1 EA	100			100	
20							
21							
22	Ceiling Tile &	1600 SF	.10		1	160	5600
23	Insul.					15666	1200
24	Plot Fees		1.10		.38	1320	3686
25							
26							133866
27							76666
28							90052
29							
30	Mrc	.15					13508
31	Bond	10 K/M					1441
32							106054
33	Tax	.103					3683
34							
35	Total						109738
36							
37							
38							
39							
40							

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 49

Supervisor **WILLIAM W. MARTIN** moved adoption of the following:

ORDER APPROVING CHANGE ORDER NO. 1 TO CONTRACT OF BEB ENTERPRISES, INC. FOR AN INCREASE IN THE AMOUNT OF $35,000.00 TO CHANGE FRONT OF THE CANAL ROAD FIRE STATION FROM AN R PANEL DESIGN TO AN ARCHITECTURAL BLOCK WITH STUCCO FASCIA AND A STORE FRONT SOFFIT AND OVERHANG, FOR A NEW GRAND TOTAL OF $277,580.00, AS RECOMMENDED BY DANIEL R. BOUDREAUX, COUNTY ENGINEER, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE SAME

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE Change Order No. 1 to contract of BEB Enterprises, Inc. for an increase in the amount of $35,000.00 to change front of the Canal Road Fire Station from an R panel design to an architectural block with stucco fascia and a store front soffit and overhang, for a new grand total of $277,580.00, as recommended by Daniel R. Boudreaux, County Engineer; and the Board does HEREBY AUTHORIZE the Board President to execute said change order, which follows this order as **Exhibit A**.

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

CHANGE ORDER

No. 1

Dated July 5, 2007

Owner's Project No. N/A Engineer's Project No. N/A

Project Canal Road Fire Station (County Farm Road)

Owner Harrison County Board of Supervisor

Contractor BEB Enterprises, Inc. Contract Date May 8, 2007

Contract For Canal Road Fire Station (County Farm Road)

To: Bruce Broussard Contractor

You are directed to make the changes noted below in the subject contract:

Owner Harrison County Board of Supervisors

By _____
Larry Benefield, President

Date July 2, 2007

Nature of the Change

1. The front of building is being changed from an R panel design to an architectural style block with stucco fascia and a store front soffit and overhang. See attached photo note doors and window are to remain as per original bid.

Enclosures:

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price Prior to This Change Order	$ 242,580.00
Net (Increase) (Decrease) Resulting from this Change Order	$ 35,000.00
Current Contract Price Including This Change Order	$ 277,580.00

NSPE 1910-8-B (1970 Edition)

C 1970, National Society of
Professional Engineers

Contract Time Prior to This Change Order 150 Calendar Days.

Net (Increase) (Decrease) Resulting From This Change Order 0 Calendar Days.

Current Contract Time Including This Change Order 150 Calendar Days.

The Above Changes Are Approved:

Harrison County Engineering, Department
ENGINEER

By _____
Daniel R. Boudreaux, P.E.

Date July 9, 2007

The Above Changes Are Accepted:

BEB Enterprises, Inc.
CONTRACTOR

By _____ V.P.

Date 07/05/07



MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 50

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER ACCEPTING THE LOW BID PROPOSAL OF SAMUEL B. DAY CONSTRUCTION, INC. IN THE AMOUNT OF $227,000.00 FOR THE LYMAN SENIOR CENTER ADDITION, AS RECOMMENDED BY DANIEL R. BOUDREAUX, COUNTY ENGINEER, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE CONTRACT UPON RECEIPT

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACCEPT the low bid proposal of Samuel B. Day Construction, Inc. in the amount of $227,000.00 for the Lyman Senior Center addition, as recommended by Daniel R. Boudreaux, County Engineer, which bid proposals follow this Order as **Exhibit A.**

The Board further HEREBY AUTHORIZES the Board President to execute the contract upon receipt. Bid proposals were received July 5, 2007. The letter from SMPDD regarding waiver of competitive bidding requirements follows this Order as **Exhibit B.**

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted this 9th day of July 2007.

BID PROPOSAL

Date 07/05/07

Proposal of BEB ENTERPRISES, INC.

(hereinafter called "Bidder"), organized and existing under the laws of the State of MISSISSIPPI

doing business as * BEB ENTERPRISES, INC.

* Insert corporation, partnership or individual as applies

To Harrison County Board of Supervisors, Mississippi, (hereinafter called "Owner").

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for proposals for:

LYMAN SENIOR CENER

having examined the project manual including the scope of work, specifications with related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Project Manual, and at the lump sum bid prices stated. This price shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the work by August 25, 2007. Failure to do so shall invoke liquidated damages as specified.

Bidder acknowledges receipt of the following addendum:

ADDENDUM NO.1 06/28/07 _____ _____

EXHIBIT A

Work includes design and construction of a Senior Center next to the LYMAN Community Center located on Old Lyman road near the intersection of Highway 67.

Bidder agrees to construct the **Lyman Senior Center** as described in the specifications and shown on the plans, for the lump sum price of:

THREE HUNDRED SEVENTY NINE THOUSAND & 00/100 dollars ($ 379,000.00

The above prices shall include all labor, materials, overhead, profit, insurance, etc. to cover finished work as specified.

Prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as

Bidder understands that the Owner reserves the right to reject any or all proposals or award only portions of the bid.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after submittal of proposal.

Upon receipt of written notice of the acceptance of proposal, Bidder shall execute the final contract within seven (7) days.

Respectfully submitted:

By: V.P.

07/05/07

(Seal - if bid is by corporation)

Address: P.O. Box 402

O.S. MS. 39566-0402

PH. 228 826-3957

FAX 228 826-9849

BID PROPOSAL

Date July 5, 2007

Proposal of Samuel B. Day Construction, Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of Mississippi

doing business as * a Corporation

* Insert corporation, partnership or individual as applies

To Harrison County Board of Supervisors, Mississippi, (hereinafter called "Owner").

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for proposals for:

LYMAN SENIOR CENER

having examined the project manual including the scope of work, specifications with related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Project Manual, and at the lump sum bid prices stated. This price shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the work by August 25, 2007. Failure to do so shall invoke liquidated damages as specified.

Bidder acknowledges receipt of the following addendum:

Addendum #1
6/26/2007

Work includes design and construction of a Senior Center next to the LYMAN Community Center located on Old Lyman road near the intersection of Highway 67.

Bidder agrees to construct the **Lyman Senior Center** as described in the specifications and shown on the plans, for the lump sum price of:

two hundred twenty seven thousand & 00/100 dollars ($ 227,000.00)

The above prices shall include all labor, materials, overhead, profit, insurance, etc. to cover finished work as specified.

Prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as

Bidder understands that the Owner reserves the right to reject any or all proposals or award only portions of the bid.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after submittal of proposal.

Upon receipt of written notice of the acceptance of proposal, Bidder shall execute the final contract within seven (7) days.

Respectfully submitted:

Address: 15296 South Swan Road

Gulfport, MS 39503

By: President
Samuel B. Day, President

(Seal - if bid is by corporation)

NO SEPTIC TANK SYSTEM INCLUDED

BID PROPOSAL

Date 7-5-07

Proposal of Apple Construction Co.

(hereinafter called "Bidder"), organized and existing under the laws of the State of MS

doing business as * Apple Construction Co.

* Insert corporation, partnership or individual as applies

To Harrison County Board of Supervisors, Mississippi, (hereinafter called "Owner").

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for proposals for:

LYMAN SENIOR CENER

having examined the project manual including the scope of work, specifications with related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Project Manual, and at the lump sum bid prices stated. This price shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the work by August 25, 2007. Failure to do so shall invoke liquidated damages as specified.

Bidder acknowledges receipt of the following addendum:

#1 _____ _____ _____

Work includes design and construction of a Senior Center next to the LYMAN Community Center located on Old Lyman road near the intersection of Highway 67.

Bidder agrees to construct the **Lyman Senior Center** as described in the specifications and shown on the plans, for the lump sum price of:

Three Hundred Sixty Five Thousand dollars/ no cents dollars ($365,000.00*)

The above prices shall include all labor, materials, overhead, profit, insurance, etc. to cover finished work as specified. *excludes waste water system, Building stub-out only.

Prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as

Bidder understands that the Owner reserves the right to reject any or all proposals or award only portions of the bid.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after submittal of proposal.

Upon receipt of written notice of the acceptance of proposal, Bidder shall execute the final contract within seven (7) days.

Respectfully submitted:

By: _____
John Boothby
President
(Seal - if bid is by corporation)

Address: P.O. Box 7503
Gulfport MS 39506

_____

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.

KNOW ALL MEN BY THESE PRESENTS,

That we, **Apple Construction Co.**
as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

Harrison County Board of Supervisors
1801 23rd Street
Gulfport, MS 39501

as Obligee, hereinafter called the Obligee,
in the sum of **Five Percent (5%) of the Amount Bid**---------- Dollars ($), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Lyman Senior Center

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **5th** day of **July** , **2007**

(Witness)

Kathleen Scarborough (Witness)

Kathleen Scarborough, CSR

Apple Construction Co.
(Principal) (Seal)

John Boothby
President
(Title)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By Norma McMahon
(Attorney-in-Fact)

Norma McMahon, Attorney-in-Fact
Mississippi Resident Agent

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.

S-1869-G(07-97)

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218025 **Certificate No.** 001601785

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John B. Sneed, Jim E. Brashier, Troy P. Wagener, Scott Naugle, Chris H. Boone, L. Wayne Tisdale, Richard Teb Jones, Mary J. Norval, John R. Pittman, David Robin Fortenberry, Sharon Tuten, Richard Howell, Kim Barhum, and Norma McMahon

of the City of Biloxi, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of November, 2006.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 20th day of November, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault, Notary Public

58440-8-06 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

the District

SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT • 9229 HIGHWAY 49 GULFPORT, MISSISSIPPI 39503 • (228) 868-2311 FAX (228) 868-7094

MEMORANDUM

TO: Applicants and Grantees of SSBG Katrina Funds to construct, rebuild, renovate, furnish and equip Senior Citizens Centers

FROM: Barry L. Dixon, Director BD
Area Agency on Aging

DATE: May 11, 2007

SUBJECT: Waiver of Competitive Bidding Requirements

Following Hurricanes Katrina and Rita, the Governor issued a State of Emergency Proclamation on September 15, 2006. Section 33-15-11 of the Mississippi Code vests certain powers and authority in the Executive Director of the Mississippi Department of Finance and Administration (MDFA) as follows:

> "...To suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business, or the orders, rules or regulations of any state agency, if strict compliance with the provisions of any statute, order, rule or regulation would in any way prevent, hinder, or delay necessary action in coping with a disaster or emergency".

Several months ago, the Southern Mississippi Planning and Development District (SMPDD) requested to the appropriate state officials that the formal competitive bidding requirements regarding procurement be waived in view of the short time remaining to expend the grant funds under the law that appropriated the funds.

This week, we received word that the Executive Director of MDFA has granted the waiver. This means that for the purchase of materials or for the hiring of architects/engineers or other types of professional services or for entering into construction contracts that the formal advertisement and sealed bids can be waived and in lieu thereof, a minimum of two (2) quotes obtained. You are not required to follow this procedure. You may still advertise and obtain sealed bids if you think you have time to get your project completed before fund expiration on September 30, 2007.

I am attaching a copy of the "DFA Declaration of Emergency Certificate" signed on May 4, 2007 by J. K. Stringer, Jr. Executive Director of MDFA.

Please let me know if you have any questions.

EXHIBIT
B

DFA DECLARATION OF EMERGENCY CERTIFICATE

I, J. K. Stringer, Jr., Executive Director of the Department of Finance and Administration, pursuant to Section 33-15-11(c) 1 and Section 31-7-1(f) of the Mississippi Code of 1972, as amended, do hereby make the following findings and declarations, to-wit:

(1) An emergency is being declared as set forth below in regard to the use of Emergency Social Services Block Grant (ESSBG) – Katrina Funds by Southern Mississippi Planning and Development District Area Agency on Aging (SMPDD/AAA) to repair and replace Senior Centers in the hurricane affected areas of Harrison, Hancock, and Pearl River Counties.

(2) The delay incident to giving opportunity for competitive bidding would be detrimental to the interests of the State and detrimental to the public health and welfare. This finding is based on documentation submitted to the Department of Finance and Administration in a Declaration of Emergency letter from Col. Don Taylor, Executive Director of the Department of Human Services dated March 22, 2007.

(3) This approval is granted pursuant to the authority conferred on this office by the Governor, delegating certain duties as provided under the provisions of § 33-15-11(c) of the Mississippi Code of 1972 as amended.;

(4) Expenditures will be made in accordance with Emergency Social Services Block Grant (ESSBG) – Katrina Funds guidelines, rules and regulations for the subject projects;

(5) Expenditures will now commence for the purpose of the Southern Mississippi Planning and Development District Area Agency on Aging (SMPDD/AAA) to repair and replace Senior Centers in the hurricane affected areas of Harrison, Hancock, and Pearl River Counties.

J. K. Stringer, Jr., Executive Director
Department of Finance and Administration

Date: May 4, 2007

DFA Document

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 51

Supervisor **MARLIN R. LADNER** moved adoption of the following:

ORDER ACKNOWLEDGING RECEIPT OF AND APPROVING THE REQUEST OF STONE COUNTY TO PURCHASE FIFTEEN DIEBOLD TSX SURPLUS VOTING EQUIPMENT AT A COST OF $2,000.00 EACH, AND APPROVING LOAN OF SAID EQUIPMENT FOR THE AUGUST 2007 PRIMARY AND RUNOFF ELECTIONS WITH PAYMENT TO BE RECEIVED AFTER OCTOBER 1, 2007

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of and does HEREBY APPROVE the request of Stone County to purchase fifteen Diebold TSX surplus voting equipment at a cost of $2,000.00 each, which request follows this Order as **Exhibit A**.

The Board further HEREBY APPROVES loan of said equipment for the August 2007 primary and runoff elections with payment to be received after October 1, 2007.

Supervisor **BOBBY ELEUTERIUS** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

STONE COUNTY
BOARD OF SUPERVISORS
P. O. DRAWER 7 • WIGGINS, MISSISSIPPI 39577
PHONE: (601) 928-5266 • FAX: (601) 928-6464



June 6, 2007

Honorable Larry Benefield, President
Harrison County Board of Supervisors

RE: Voting machine purchase

Dear Mr. Benefield and fellow Board Members:

The Stone County Board of Supervisors has authorized me to purchase fifteen (15) of the TSX electronic voting machines with printers, 128 k memory cards and two encoders per machine for $2,000.00 as set by the Harrison County Board of Supervisors. These machines will need to be reset to the factory default settings.

Due to budget restraints and this line item not being budgeted in this fiscal year, Stone County requests the invoice due date be delayed until after October 1, 2007.

Your consideration in this matter will be greatly appreciated. This kind gesture of Harrison County will certainly help the citizens of Stone County in our future elections..

With kindest regards,

Gerald W. Bond
Chancery Clerk
County Administrator

EXHIBIT A

Duncan Hatten, District 5, President
Jill D. Holleman, District 1, Vice-President
Robert Williams, District 2
Bobby Parker, District 3
Wendell Patton, Sr., District 4
Gerald W. Bond, Chancery Clerk
Thomas M. Matthews, Jr., Attorney

July 9, 2007, Item # 52

Supervisor **MARLIN R. LADNER** moved adoption of the following:

ORDER ACCEPTING THE PROPOSAL OF PILEUM CORPORATION IN THE AMOUNT OF $20,500.00 TO EVALUATE THE OPERATION AND NETWORK IDENTIFICATION OF THE HARRISON COUNTY INFORMATION TECHNOLOGY DEPARTMENT, AS RECOMMENDED BY THE COUNTY ADMINISTRATOR, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE CONTRACT UPON RECEIPT

WHEREAS, the Board of Supervisors does hereby find as follows:

1. That this Board, at a meeting heretofore held on the 12th day of March 2007, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Request for Proposals for an informational technology assessment of Harrison County.

2. That as directed in the aforesaid Order, said Request for Proposals was published in The Sun Herald, a newspaper published and having a general circulation in Harrison County, Mississippi for more than one year next immediately preceding the date of said Order directing publication of said Notice, and that the Publisher's Affidavit of Proof of Publication has been filed with the Clerk of this Board, by said Clerk exhibited to the Board, and shows that said Notice was published on the 8th and 15th days of May, 2007.

3. That publication of said notice has been made once each week for two consecutive weeks, the last of which was at least seven working days prior to May 30, 2007, the day fixed for receiving said proposals in said notice, said Proof of Publication following this Order as **Exhibit A.**

4. That on May 14, 2007, the Board designated representatives to receive bid proposals.

5. That proposals were received at the time and place and in the manner provided in said Request for Proposals, at which time proposals were opened, read aloud, and have remained on

file with the Clerk of the Board. The proposals received follow this Order as **Exhibit B**.

6. The Board does hereby find that the proposal of Pileum Corporation in the amount of TWENTY THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($20,500.00) is the lowest proposal meeting specifications and, therefore, the best received for informational technology assessment of Harrison County, and that said proposal is reasonable and fair and should be accepted. It is, therefore,

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the bid of Pileum Corporation be, and the same is HEREBY ACCEPTED for the informational technology assessment of Harrison County, at and for a consideration of TWENTY THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($20,500.00), as recommended by the County Administrator, and the Board does HEREBY AUTHORIZE the President to execute contract for said project upon receipt.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

This 9th day of July 2007.

* * *

PROOF OF PUBLICATION

REQUEST FOR PROPOSALS
Sealed proposals will be accepted by the Board of Supervisors of Harrison County, Mississippi, at the Board Meeting Room in the First Judicial District Courthouse in Gulfport, Mississippi, until the hour of 10:30 o'clock A.M. "Request for Proposals for an Informational Technology Assessment of Harrison County."
All prospective bidders may obtain a Specification Package with all requirements by contacting the Harrison County Purchasing Department at 228-865-4028, located in the First Judicial District Courthouse at 1801 23rd Ave, Gulfport, Mississippi between the hours of 8:00 AM and 5:00 PM.
All proposals must be on file with the Clerk of the Board prior to the opening time as stated above. All proposals must be sealed and clearly marked on the outside of the envelope as indicated "Request for Proposals for an Informational Technology Assessment of Harrison County to be opened on May 30, 2007."
Envelopes not so marked are submitted at the risk of the prospective Vendor and the County assumes no responsibility for the premature opening of same by any County employee.
Proposals sent through the U.S. Mail are done so at the risk of the Prospective Vendor and should be addressed to the Harrison County Board of Supervisors, in care of the Purchasing Department, Post Office Drawer CC, Gulfport, Mississippi 39502. The County is NOT responsible for proposals that arrive in the mail after the designated opening time. Proposals may be delivered in person to the Harrison County Purchasing Department in the First Judicial District Courthouse located at 1801 23rd Ave, Gulfport, Mississippi until 5:00 p.m. on Tuesday, May 29, 2007 or the Board of Supervisors meeting room at the First Judicial District Courthouse in Gulfport, Mississippi on Wednesday, May 30, 2007 prior to the opening time as listed above.
The Board of Supervisor's will meet at the time and in the place stated first above in this Notice and will then and there open, read aloud, consider and take such action as the Board may then determine on proposals received in accordance with this Notice. The Board reserves the right to reject any and all proposals and to waive informalities.
By Order of the Harrison County Board of Supervisors adopted on the 12th day of March, 2007.
JOHN McADAMS CLERK
BOARD OF SUPERVISORS
(SEAL)
Q17,adv8,15,tue

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Casey Pearson who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 2 times in the following numbers and on the following dates of such paper, viz:

Vol. 123 No., 215 dated 8 day of May, 20 07
Vol. 123 No., 223 dated 15 day of May, 20 07
Vol. _____ No., _____ dated _____ day of _____, 20 ____
Vol. _____ No., _____ dated _____ day of _____, 20 ____
Vol. _____ No., _____ dated _____ day of _____, 20 ____
Vol. _____ No., _____ dated _____ day of _____, 20 ____
Vol. _____ No., _____ dated _____ day of _____, 20 ____

Affiant further states on oath that said newapaper has been established and published continuously in said country for a period of more than twelve months next prior to the first publication of said notice.

Casey Pearson
Clerk

JUN 14 2007

Sworn to and subscribed before me this 14 day of June, A.D., 20 07

KANDI A. BERKLEY
Notary Public, State of Mississippi
Harrison County
My Commission Expires
April 05, 2010

Kandi Berkley
Notary Public

Printer's Fee ..... $_____
Furnishing proof of publication ..... $_____
TOTAL..... _____

EXHIBIT A

EDUCOM
consulting group

office 985.781.4168
fax 985.781.7870

3090 Gause Blvd, #331
Slidell, LA 70461
www.educomconsulting

May 30, 2007

Harrison County
Purchasing Department
First Judicial District Courthouse
1801 23rd Ave
Gulfport, MS

Attention Purchasing:

Thank you for the opportunity to respond to the RFP for Information Technology Assessment. We have reviewed the scope of work, and we are unable to submit a comprehensive proposal with a firm fixed fee at this time because of the amount of information that is not available at this time. For example, we do not have any information regarding any of the items listed below.

1. Approximate quantity of Harrison County locations to be assessed
2. Approximate quantity of external and/or internal servers to be assessed
3. Approximate quantity of workstations, printers, firewalls, cabling, and IT staff to be assessed

While we would welcome the opportunity to perform this work, and we are certainly qualified, we are unable to submit an estimated amount of time that it would require us due to the amount of information that is unknown at this time. To this extent, we propose to conduct the work on an hourly basis at a rate of $100/hour for our senior consultants and $70/hour for our consultants.

We further propose that EduCOM Consulting Group will assist Harrison County, at no cost, in preparing a more detailed and complete Request for Proposal document that Harrison County may subsequently re-release to the public for another competitive procurement. This work would be conducted by EduCOM Consulting Group pro bono with absolutely no obligation to Harrison County. For example, Harrison County would be under no obligation to compensate EduCOM Consulting Group for this work, and Harrison County would be under no obligation nor show any preference to us regarding the subsequent review and award of the work as a result of our newly created Request for Proposal document. In fact, pending further discussions with Harrison County, we *might* even be open to being declared ineligible to submit a proposal in response to the newly

EXHIBIT B

created Request for Proposal document. As lifelong members of the greater Gulf Coast area, it is our sincere desire to contribute back to the community.

Attached are references for your review.

Please feel free to contact me directly on my cell phone at 985-710-4095 or you can reach us toll free at 888-841-6747 extension 12. We look forward to your response.

Sincerely,



Scott LeBlanc, RCDD

VOLUSIA COUNTY GOVERNMENT

Mr. Jim Edwards
119 W. Indiana Ave
Deland, FL 32720
(386) 736-5960, x5636

TELECOMMUNICATIONS ASSESSMENT PROJECT

The telecommunications infrastructure at Volusia County Government consisted of ROLM telecommunications systems at eight major sites and key systems at 50+ remote sites. These systems varied in age and capabilities, spare parts were difficult to locate at times, and maintenance costs were unacceptably high.

EduCOM Consulting Group was retained to review and assess the existing telecommunications infrastructure. We hosted user interviews with senior management and end users, reviewed system documentation and topologies, met with vendors, researched alternatives, and prepared our professional written recommendations. All of our findings were documented and formally presented in report format that included the topics listed below.

- Telecommunications Strategies
- Emerging Trends and Technologies
- VoIP (Voice over IP)
- Voice Messaging
- Networking
- Asynchronous Transfer Mode
- SONET
- WAN Requirements and Design Parameters
- DISA
- Small Remote Sites
- Life Cycle Analysis
- Console Operators
- Maintenance, Training, and Support
- Telemanagement Systems and Help Desks
- System Reporting
- Call Accounting
- Conferencing
- Wireless
- Centrex vs PBX
- Impact on LAN Electronics
- Budgetary Estimates
- Implementation Schedule

PORT OF NEW ORLEANS

Mr. Joe Bucher
1350 Port of New Orleans Place
New Orleans, LA
504.528.3267

TELECOMMUNICATIONS SYSTEM REPLACEMENT PROJECT

The Port of New Orleans' telecommunications system had reached the end of its useful life cycle, maintenance costs were excessive, and a system replacement was warranted. EduCOM was retained to assist in evaluating alternatives including procurement from the Louisiana State Contract and the competitive procurement process. After a review of the options available, EduCOM was ultimately directed to develop the detailed design specification for a replacement system via a competitive procurement process.

EduCOM evaluated all proposals received and provided a written justification and specific recommendations regarding contract award to the Port of New Orleans. To better match the Port of New Orleans' conservative nature, a hybrid system was selected that would meet current needs and position the Port of New Orleans to migrate to VoIP in the future with minimal effort.

Upon contract award to the selected vendor, EduCOM provided project management services to ensure the system was installed on time and within budget.

PASADENA INDEPENDENT SCHOOL DISTRICT

Mr. Julian Garcia
Director of Facilities
1515 Cherrybrook
Pasadena, TX 77502
713.740.0081
jgarcia@pasadenaisd.org

TECHNOLOGY CONSULTING FOR BOND REFERENDUM

EduCOM Consulting Group partnered with Jacobs Facilities and Pasadena Independent School District (PISD) to assist in the technology planning, design, acquisition, and construction management of technology for their 2000 bond referendum program. EduCOM was responsible for:

1. Technology Planning
2. Communications Cabling,
3. Telecommunications Systems,
4. Network Electronics, and
5. Facilities Infrastructure Designs

for four new construction projects and seven renovation projects. EduCOM successfully completed the designs and acquisitions for all systems. EduCOM provided construction management to ensure all systems were installed within budget, in accordance with the specifications, and on schedule.

In June 2004, EduCOM was selected again to contribute to the 2004 Bond Referendum project. In this $250K+ engagement, we are assisting with design, procurement, and construction management for 12 new school constructions and two renovations, with the potential to assist on an additional 44 smaller renovation projects.

BLUE CROSS BLUE SHIELD OF FLORIDA

Mr. Jonathan Burnett
Network Services
4800 Deerwood Parkway
Building 600, 3rd Floor
Jacksonville, FL 32246
904.905.6974
jonathan.burnett@bcbsfl.com

COMMUNICATION CABLING, TELECOMMUNICATIONS, AND NEW CONSTRUCTION PROJECTS

Since 1996, Blue Cross Blue Shield of Florida (BCBSF) has consistently partnered with EduCOM year after year.

EduCOM has contributed to six projects thus far as summarized below.

1. Three new six-story campus building construction project – design, procurement, and construction management for communications cabling, telecommunications, and network electronics
2. Two new six-story campus building construction project – design, procurement, and construction management for communications cabling, telecommunications, and network electronics
3. Wide Area Network – Developed Conceptual Design and detailed design specification, managed procurement process, and provided some construction management for approximately 60 sites total
4. Telecommunications Strategy – Developed Conceptual Design and detailed design specification, managed procurement process, and provided some construction management for migration from legacy to VoIP systems.
5. Telecommute Strategy – Conducted a Needs Assessment and developed a Telecommute Strategy for home based workers.
6. 30-story asbestos abatement and renovation project – Conducted a Needs Assessment, developed design documents, managed the procurement process, and provided hands on construction management.

EduCOM is in the early discussion phase with BCBSF regarding construction of three additional campus buildings.

US CUSTOM HOUSE

Mr. Gint Mikucaukas
Jacobs Facilities
832.435.1693 (cellular)
gintas.mikucauskas@jacobs.com

COMMUNICATIONS CABLING & INFRASTUCTURE DESIGN

The renovation of the US Custom House in downtown New Orleans was listed in the top three priority projects for the US Government at that time. The extensive renovation of approximately 285,000 square feet presented a number of facilities and infrastructure challenges due to the historic nature of the building. Recognizing these challenges, EduCOM Consulting Group was retained to develop an infrastructure design and communications cabling specifications. Specifically, we contributed to the systems listed below.

1. Communications Cabling
2. Telecommunications Systems Expansion
3. Facilities Infrastructure Designs

EduCOM Consulting Group participated in a number of planning and review meetings with US Customs, Jacobs Facilities, and the design team to review the multitude of existing infrastructure limitations. Our goal was to ensure the distribution systems developed would provide both immediate access and long-term growth for future expansions. Through multiple inspections and design reviews, EduCOM Consulting Group developed final routing and support systems required for technology throughout the building.

Upon completion of the infrastructure design, we developed technical specifications for communications cabling and for expansion and relocation of the existing telecommunications system. We also provided limited project management services during the implementation.



PILEUM CORPORATION

210 East Capitol ♦ Suite 1950 ♦ Jackson, MS 39201
PH (601)352-2120 ♦ FAX (601)352-2191

Management/Technology Consulting Services Proposal

Prepared For:
Harrison County
May 25, 2007

EXECUTIVE SUMMARY

Harrison County has requested a Technology Review of their Information Technology Department. The goal of the request is to evaluate the business processes, current technology and resources to better align IT with the direction and growth of the County. Pileum is responding to an RFP to make recommendations and provide written documentation upon completion of the review.

Pileum Corporation ("PILEUM") is a Management and Technology advisory firm focused on providing consulting and engineering services in the areas of Business Processes, Customer Service, Information Technology, Resource Utilization, Leadership, and Governance. Our mission is to enhance our clients' operational efficiency through business process improvement, service differentiation and well planned technology based solutions.

Pileum Corporation has over 5 years of experience in the areas of Network Consulting and outsourcing, Network Design, and IT Staff Evaluations and Recommendations. Pileum has conducted Network Security Audits for 58 of the 82 Mississippi Counties and 12 State Agencies under RFP 3396 since 2005. In February 2007 Pileum renewed RFP 3396 with the Mississippi ITS for continuing Security Audits and Security Remediation for the State.

Pileum offerings include:

- Network Consulting
- Network Outsourcing
- Network Design
- IT Staff Evaluation
- Disaster Recovery/Business Continuity
- Computer Room Design
- Physical Layer/Network Architecture

This Statement of Work outlines the delivery of services and makes certain assumptions as to the necessary steps it will take to make recommendations on the alignment of Business Practices, Processes, Technology, and Resources in Harrison County. PILEUM will work very closely with the County Administration and Staff to gain a clear understanding of the County's business requirements in order to document effectively the status of the IT operation of Harrison County.

INDEPENDENCE OF AFFILIATION

PILEUM Corporation is independent of affiliation to any hardware or software vendor or manufacturer. All recommendations are based on in-depth research, analysis and established principals.

APPROACH

The success of this engagement requires an effective working partnership between Harrison County and PILEUM. PILEUM proposes an approach that will insure an outcome that is consistent with the overall objectives of the County, utilizing existing knowledge and skills supplemented by research, analysis, interviews, documentation, organization and personnel information as needed.

PILEUM will employ a team approach sourcing the strengths of all involved parties. In addition to PILEUM resources, successful completion of the engagement will require substantial time from the Staff of the County throughout the process. The general approach to the project will include developing an organized work plan, leveraging existing data, applying appropriate resources and applying proven process methodologies.

ORGANIZED WORK PLAN

Experience with similar projects will enable PILEUM to approach the project with an established methodology. Specific work plans and time lines will be developed shortly after beginning the project in which time discovery of existing work will yield a more precise understanding of the scope of the project.

Pileum has been recently engaged on projects of similar scope and definition. In early 2006, Pileum was engaged by the Lamar County Board of Supervisors and County Administrator Chuck Bennett to assess the current technology environment and provide a technology plan for the county. Pileum identified the deployed network servers, network switches, workstations, key applications and other network components. We then identified potential problems and shortcoming, made recommendations for remediation and prepared an eighteen month Information Technology plan. This plan outlined the necessary upgrades to the network infrastructure and applications that would enable Lamar County to support the future requirements of the county constituency. It also provided the recommended staffing requirements for the County. Upon completion of the assessment and report Pileum was engaged to provide the interim IT staffing, leadership, and direction to enable the County to execute the plan. Pileum remains in a partnership role in Lamar County at this time.

In mid 2005 Pileum was engaged by County Administrator Donnie Caughman and the Board of Supervisors of Madison County to perform a staffing and IT assessment of the current IT department in the County. Pileum provided a detailed IT staffing and network infrastructure assessment as well as application upgrades and was subsequently engaged to take the leadership role in executing the plan. Pileum was instrumental in leading the county through a major network upgrade and a reorganization of the current IT department. Pileum was also engaged to perform an IT staffing search for the current IT department at Madison County. Pileum remains engaged at Madison County on special projects.

In 2003 USM engaged Pileum to perform an IT assessment of the current technologies deployed at USM and the organization of the IT department by President Thames and Vice President Angie Dvorak. Pileum provided a detailed network infrastructure and application deployment plan for USM and a reorganization of the Universities IT department based on future goals and objectives of the President. Pileum was subsequently engaged to provide the leadership and direction to execute the plan and manage the process to a successful conclusion. Pileum managed the replacement of the entire campus network to a gigabit Ethernet network replacing (without user interruption) over 2000 core and edge devices to bring the campus to current IT standards. Upon Pileum's successful completion of a staffing reorganization and the deployment of a new network infrastructure Pileum was also engaged to perform a search for a CIO to lead the University going forward. Pileum was also instrumental in the successful rollout of multiple new applications to support the campus.

LEVERAGE EXISTING DATA, SKILLS, AND EXPERIENCE

PILEUM has material business and technical experience directly related to these strategic concepts. PILEUM will leverage existing skills, experiences and any information already prepared to the extent possible so as not to duplicate efforts. The initial phases of the project will begin with a thorough review and validation of any assumptions and documents that have been prepared.

The successful completion of the engagement will require several diverse resources. PILEUM will allocate resources in the areas of management practices, technology and business process as required.

DELIVERABLES

PILEUM will review the Harrison County's business operation to identify business processes and practices, staff skill levels, proficiencies, duplication of function, etc., to determine the existing technical environment and requirements of the County.

PILEUM will also review the Information Technology Department in order to identify business processes and practices, staff skill levels, proficiencies, duplication of function, and the ability to support the technology needs of Business Users in the County as they exist today and as they will evolve in the future.

PILEUM will provide a recommendation as to how the organization may function more efficiently and effectively and provide recommendations that relate to business processes, practices, standards, governance, technology, customer service, etc., that are uncovered throughout the process.

PROJECT SCOPE

The following details the anticipated scope of the project:

Business Practice and Resource Evaluation

- Review the County's IT department including staff skills
- Determine required IT skills for Harrison County IT Support
- Review the technology currently deployed in the County
- Review County Strategic Plans, Goals and Objectives
- Conduct meetings and interviews with key IT and business administration/staff
- Evaluate customer satisfaction
- Document findings and recommendations

Review Technology Platform

- Review current/future network design
- Review current/future applications
- Review communications plan
- Document findings and recommendations

Review Governance

- Review IT policies, practices, and governance
- Review project management practices
- Review reporting and metrics being used
- Document findings and recommendations

REFERENCES:

Lamar County

Contact: Chuck Bennett County Administrator
Office: 601-794-8504
Cell: 601-270-2202
cbennett@lamarcounty.com

Description of services:

- Network and staff Assessment
- Network Support
- Helpdesk support
- Campus Fiber Optic and Conduit Design
- Network Design including email conversion and Storage Area Network
- Computer Room Design
- VOIP Design

Madison County

Contact: Donnie Coffman
Office: 601.855.5580
Cell: 601.955.3500
Caughman@madison-co.com

Description of services:

- Network and Staff Assessment
- Network Support
- Helpdesk support
- Network Design including email conversion
- Computer Room Design

University of Southern Mississippi

Contact: Angie Godwin (formerly USM VP)
Office: 601-296-7500
Cell: 601-818-8496
a.godwin@theadp.com

Description of Services:

- Interim CIO
- Network and Staff Assessment
- Network Design, Deployment, Support
- Helpdesk support
- Campus Fiber Optic Design
- Campus Network Design and Installation
- Application Selection, Deployment and Support

STATEMENT OF SERVICES FOR PILEUM CORPORATION SERVICES AGREEMENT

Harrison County

Customer Representative:	**Customer Representation**
Name:	Name:
Title:	Title:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
Fax:	Fax:
Email:	Email:

The Consulting Services Agreement is incorporated herein by reference. If there is any conflict between the terms of the Statement of Services and the Consulting Services Agreement, the Statement of Services prevails.

Project Title: Harrison County Management and Technology Consulting Agreement

Project Start Date: June 2007

Description of Services:

Network Identification	**$ 7,750.00**
Staff/IT Department Evaluation	**$12,750.00**
Technology Plan	**$10,250.00**

Expenses: Lodging billed at cost. Per diem for meals at $30.00 per day. Mileage Reimbursed at current IRS rate

Payment Terms: 25% upon contract signing, 25% due at completion of onsite work, balance due upon delivery of Executive Report.

Total Contract Price: $ TBD — Check One: Taxable ____ Non-Taxable __X__

Billing Address:

Contact Name:	Telephone:
Title:	Fax:
Address:	
City, State, Zip:	Email:

Description of Product and Services:

Business Practice and Resource Evaluation

- Review the County's IT department including staff skills
- Determine required IT skills for Harrison County IT Support
- Review the technology currently deployed in the County
- Review County Strategic Plans, Goals and Objectives

- Conduct meetings and interviews with key IT and business administration/staf
- Evaluate customer satisfaction
- Document findings and recommendations

Review Technology Platform

- Review current/future network design
- Review current/future applications
- Review communications plan
- Document findings and recommendations

Review Governance

- Review IT policies, practices, and governance
- Review project management practices
- Review reporting and metrics being used
- Document findings and recommendations

Company Representative (print)	Title
Signature	Date
Pileum Corporation Representative (print)	Title
Signature	Date

July 9, 2007, Item # 53

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER APPROVING PAYMENT IN THE AMOUNT OF $20.36 TO THE HARRISON COUNTY SCHOOL DISTRICT FOR TIMBER REMOVAL ON A 1.01 ACRE PARCEL OF 16TH SECTION LAND, LOCATED IN SECTION 16, TOWNSHIP 7, RANGE 12 WHERE THE NEW COUNTY FARM ROAD FIRE STATION WILL BE LOCATED.

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment in the amount of $20.36 to the Harrison County School District for timber removal on a 1.01 acre parcel of 16th Section land, located in Section 16, Township 7, Range 12 where the new County Farm Road fire station will be located.

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

Supervisor MARLIN R. LADNER moved the adoption of the following Order:

AN ORDER OF THE HARRISON COUNTY BOARD OF SUPERVISORS AUTHORIZING THE CREMATION AND/OR BURIAL OF BRUCE CARTER, WHO DIED AT MEMORIAL HOSPITAL AT GULFPORT, MISSISSIPPI, AND WHOSE BODY HAS REMAINED UNCLAIMED SINCE THE DATE OF HIS DEATH, WHICH OCCURRED ON OR ABOUT MAY 28, 2007, AND FOR RELATED PURPOSES.

WHEREAS, the Harrison County Coroner has advised the Harrison County Board of Supervisors that Bruce Carter, born October 19, 1953, Social Security Number 429-06-4459, died on or about May 28, 2007, at Memorial Hospital at Gulfport, Mississippi; and

WHEREAS, the last known address of the decedent was 21435 Highway 49, Saucier, Mississippi; and

WHEREAS, the Coroner has advised the Board, that upon diligent search and inquiry, he was able to locate a sister, Frances Collatt but she is unable to pay for any funeral arrangements and has been unable to locate any other relatives of decedent to claim the body, and has requested authority from the Board to cremate and/or bury the unclaimed body; and

WHEREAS, the Board finds that this request should be granted.

NOW THEREFORE, BE IT ORDERED,

SECTION I. The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION II: The Board finds that Bruce Carter, born October 19, 1953, Social Security Number 429-06-4459, died on or about May 28, 2007, at Memorial Hospital at Gulfport, Mississippi.

SECTION III: That the last known residence address of the decedent, was 21435 Highway 49, Saucier, Mississippi.

SECTION IV: That upon diligent search and inquiry by the Harrison County Coroner, no relatives of decedent have been found and his body has therefore remained unclaimed.

SECTION V: Pursuant to Miss. Code Ann. § 41-39-5, et. seq. (1972), the Board of Supervisors has the right and responsibility to bury unclaimed bodies held by a funeral home, such as Gulf Coast Funeral Home, Gulfport, Mississippi, which has not been claimed for burial or cremation within forty-eight (48) hours of death.

SECTION VI: The Board further finds that reasonable efforts were made to notify decedent's family, or other known interested parties, and that the body has remained unclaimed, even though a sister was found who was unable to pay for any funeral arrangements.

SECTION VII: The Board does hereby authorize Gulf Coast Funeral Home in Gulfport, Mississippi to cremate and/or bury the remains of Bruce Carter, and to render its statement to the County for such services.

Supervisor WILLIAM W. MARTIN seconded the Motion to adopt the above and foregoing Order, whereupon the question was put to a vote with the following results:

Supervisor LARRY BENEFIELD	voted	AYE,
Supervisor WILLIAM MARTIN	voted	AYE.
Supervisor BOBBY ELEUTERIUS	voted	AYE,
Supervisor MARLIN LADNER	voted	AYE,
Supervisor CONNIE ROCKCO	voted	ABSENT & EXCUSED

The majority of the members present having voted in the affirmative, the Motion was declared carried, and the Order adopted on this the 9th day of July, 2007.

Supervisor **Marlin R. Ladner** moved the adoption of the following Order:

AN ORDER OF THE HARRISON COUNTY BOARD OF SUPERVISORS AUTHORIZING THE CREMATION AND/OR BURIAL OF WILLIAM WOJTAS, WHO DIED AT 2279 ATKINSON ROAD, BILOXI, MISSISSIPPI, AND WHOSE BODY HAS REMAINED UNCLAIMED SINCE THE DATE OF HIS DEATH, WHICH OCCURRED ON OR ABOUT JUNE 2, 2007, AND FOR RELATED PURPOSES.

WHEREAS, the Harrison County Coroner has advised the Harrison County Board of Supervisors that William Wojtas, born March 13, 1951, Social Security Number 380-56-6339, died on or about June 2, 2007, at 2279 Atkinson Road, Biloxi, Mississippi; and

WHEREAS, the last known address of the decedent was 2279 Atkinson Road, Biloxi, Mississippi; and

WHEREAS, the Coroner has advised the Board, that upon diligent search and inquiry, he has been unable to locate any relatives of decedent to claim the body, and has requested authority from the Board to cremate and/or bury the unclaimed body; and

WHEREAS, the Board finds that this request should be granted.

NOW THEREFORE, BE IT ORDERED,

SECTION I. The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION II: The Board finds that William Wojtas, born March 13, 1951, Social Security Number 380-56-6339, died on or about June 2, 2007, at 2279 Atkinson Road, Biloxi, Mississippi.

SECTION III: That the last known residence address of the decedent, was 2279 Atkinson Road, Biloxi, Mississippi.

SECTION IV: That upon diligent search and inquiry by the Harrison County Coroner, no relatives of decedent have been found and his body has therefore remained unclaimed.

SECTION V: Pursuant to Miss. Code Ann. § 41-39-5, et. seq. (1972), the Board of Supervisors has the right and responsibility to bury unclaimed bodies held by a funeral home, such as Gulf Coast Funeral Home in Gulfport, Mississippi, which has not been claimed for burial or cremation within forty-eight (48) hours of death.

SECTION VI: The Board further finds that reasonable efforts were made to notify decedent's family, or other known interested parties, and that the body has remained unclaimed, despite such efforts.

SECTION VII: The Board does hereby authorize Gulf Coast Funeral Home in Gulfport, Mississippi to cremate and/or bury the remains of William Wojtas, and to render its statement to the County for such services.

Supervisor **WILLIAM W. MARTIN** seconded the Motion to adopt the above and foregoing Order, whereupon the question was put to a vote with the following results:

Supervisor LARRY BENEFIELD	voted	AYE
Supervisor WILLIAM MARTIN	voted	AYE
Supervisor BOBBY ELEUTERIUS	voted	AYE
Supervisor MARLIN LADNER	voted	AYE
Supervisor CONNIE ROCKCO	voted	(ABSENT & EXCUSED)

The majority of the members present having voted in the affirmative, the Motion was declared carried, and the Order adopted on this the 9th day of July, 2007.

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 55

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER AUTHORIZING THE BOARD ATTORNEY TO WRITE A LETTER TO THE CITY OF GULFPORT AND TO JACKSON COUNTY REQUESTING SAME TO EXPEDITE APPROVAL OF THE INTERLOCAL AGREEMENT WITH HARRISON COUNTY

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE the Board Attorney to write a letter to the city of Gulfport and to Jackson County requesting same to expedite approval of the Interlocal Agreement with Harrison County, which Interlocal agreements were approved by this Board on February 5, 2007.

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

Supervisor **Bobby Eleuterius** moved the adoption of the following Resolution:

A RESOLUTION OF THE HARRISON COUNTY BOARD OF SUPERVISORS RECOGNIZING THE INVALUABLE SERVICE OF HENRIETTA CARANNA TO THE GULF COAST ASSOCIATION OF LEGAL SUPPORT PROFESSIONALS AND IN CELEBRATION OF THE ASSOCIATION'S 44TH ANNIVERSARY OF ITS CHARTER.

WHEREAS, the Gulf Coast Association of Legal Support Professionals (hereafter "the Association") was chartered as Harrison-Hancock Counties Legal Secretaries Association on July 8, 1963; and

WHEREAS, Henrietta Caranna was one of its charter members; and

WHEREAS, Henrietta has been a faithful, dedicated and active member of the Association throughout its 44 years of existence; and

WHEREAS, through the years, Henrietta has served as an officer and committee chairman of various committees of the Association giving generously of her time and talent; and

WHEREAS, currently, Henrietta serves the office of Harrison County Chancery Clerk John McAdams, where she provides invaluable service compiling the official minutes of Harrison County; and

WHEREAS, it is fitting that the Harrison County Board of Supervisors honor Henrietta Caranna as a charter member of the Gulf Coast Association of Legal Support Professionals as it celebrates the 44th Anniversary of its Charter.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS FOLLOWS:

SECTION I. The Harrison County Board of Supervisors, on behalf of the Citizens of Harrison County, does hereby commend the life and service of Henrietta Caranna to the Gulf Coast Association of Legal Support Professionals. Further, the Board congratulates Henrietta Caranna for her service as a charter member of the Association on this, its 44th Anniversary of the issuance of its original Charter.

SECTION II. That a certified copy of this Resolution shall be placed upon the official minutes of Harrison County, there to remain as a testament to the life and service of Henrietta Caranna.

Supervisor MARLIN R. LADNER seconded the Motion to adopt the above and foregoing Resolution, whereupon the question was put to a vote with the following results:

Supervisor LARRY BENEFIELD	voted,	AYE,
Supervisor WILLIAM MARTIN	voted,	AYE.
Supervisor BOBBY ELEUTERIUS	voted,	AYE,
Supervisor MARLIN LADNER	voted,	AYE,
Supervisor CONNIE ROCKCO	voted,	(absent & excused)

The majority of the members present having voted in the affirmative, the Motion was declared carried, and the Order adopted on this the 9th day of July 2007.

July 9, 2007, Item # 57

Supervisor **BOBBY ELEUTERIUS** moved, and Supervisor **MARLIN R. LADNER** seconded the following:

ENTER Closed Session to discuss whether or not to enter into Executive Session to discuss potential litigation on MEMA agreement.

There was a unanimous vote by the Board to enter Closed Session.

ALL ORDERED AND DONE, this 9th day of July 2007.

* * *

July 9, 2007, Item # 58

Supervisor **BOBBY ELEUTERIUS** moved, and Supervisor **WILLIAM W. MARTIN** seconded the following:

ENTER into Executive Session.

There was a unanimous vote by the Board to enter into Executive Session.

ALL ORDERED AND DONE, this 9th day of July 2007.

* * *

Supervisor **BOBBY ELEUTERIUS** moved, and Supervisor **MARLIN R. LADNER** seconded the following:

RECONVENE from Executive Session.

There was a unanimous vote by the Board to reconvene from Executive Session.

The Board Attorney reported that no official action was taken.

ALL ORDERED AND DONE, this 9th day of July 2007.

* * *

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 60

Supervisor **MARLIN R. LADNER** moved adoption of the following:

ORDER APPROVING REVISED MEMORANDUM OF AGREEMENT WITH MEMA REGARDING THE MISSISSIPPI ALTERNATIVE HOUSING PILOT PROGRAM (MAHPP) FOR PLACEMENT OF PARK MODEL, MISSISSIPPI COTTAGES IN HARRISON COUNTY, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE SAME

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE revised Memorandum of Agreement with MEMA regarding the Mississippi Alternative Housing Pilot Program (MAHPP) for placement of Park Model, Mississippi cottages in Harrison County, and authorizing the Board President to execute same, which memorandum follows this Order as **Exhibit A.**

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

MEMORANDUM OF UNDERSTANDING

MISSISSIPPI ALTERNATIVE HOUSING PILOT PROGRAM

State of Mississippi

1. Parties. The parties to this Agreement are the MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, hereinafter referred to as "MEMA", and _____ hereinafter referred to as the "Jurisdiction."

2. Purpose. The Jurisdiction desires to assist and cooperate with MEMA in the implementation of the Mississippi Alternative Housing Pilot Program ("MAHPP") and to support the Jurisdiction's residents who resided in Jackson, Harrison and Hancock Counties, Mississippi on August 28, 2005, and were displaced from their residence as a result of Hurricane Katrina and/or Hurricane Rita and who are currently living in travel trailers and/or mobile homes within aforementioned Jurisdiction provided by the Federal Emergency Management Agency ("FEMA").

   The MAHPP is a pilot program implemented by FEMA and administered by MEMA. The purpose of the MAHPP is to develop and produce a safer and more comfortable temporary housing unit for use in future disasters and to assist homeowners with their transition from travel trailers and mobile homes to permanent housing that they can purchase.

3. Scope of Agreement. Jurisdiction agrees to allow the Park Model, Mississippi Cottage, and/or Green Mobile (collectively "MAHPP units"), to be placed on occupant-selected sites which are acceptable and approved by MEMA and the Jurisdiction. Sites to be considered for the placement of the MAHPP units may include private lots, lots provided by the Jurisdiction, existing or new commercial sites, and private non-profit sites; existing nonconforming manufactured home parks will not be considered. In accordance with FEMA Recovery Disaster-Specific Guidance, the Jurisdiction acknowledges a portion of the temporary units may be placed below the Jurisdiction's Advisory Base Flood Elevations; all such placements shall be by contractual agreement. Occupants who are selected may present MEMA and the Jurisdiction alternative sites to be considered. Jurisdiction, at its discretion, agrees to allow, or enter into a contractual agreement with, the occupants to maintain the unit on the approved site for a minimum of six (6) months from the date the unit is placed on said site and up to twenty-four (24) months from the date FEMA awards MEMA the grant funds; the breach of a contractual agreement shall be grounds for the removal of the unit from the site. Jurisdiction agrees to allow MAHPP units to become a permanent dwelling within Jurisdiction so long as the MAHPP units and the use of said units, comply with all applicable Jurisdiction codes and ordinances.

4. Consideration. As consideration for the performance of the actions referred to "Scope of Agreement", MEMA agrees to include the Jurisdiction and its residents in the selection process approved by FEMA for MAHPP.

5. Period of Agreement. This Agreement will become effective on the date this Agreement is executed and remain in effect until March 30, 2009 or until such other time as both parties agree to same in writing.

In witness whereof, the parties hereto have executed the Agreement on the date indicated below, after first being authorized so to do.

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

_____ By: _____

DATE THOMAS M. "MIKE" WOMACK, Executive Director

HARRISON COUNTY, MISSISSIPPI

_____ By: _____

DATE HARRISON COUNTY BOARD OF SUPERVISORS

Title: Larry Benefield, President

EXHIBIT A

Supervisor **BOBBY ELEUTERIUS** moved the adoption of the following Order:

AN ORDER OF THE HARRISON COUNTY BOARD OF SUPERVISORS AUTHORIZING THE ZONING OFFICER TO ADMINISTRATIVELY ACT ON BEHALF OF THE BOARD OF SUPERVISORS IN GRANTING TEMPORARY USE PERMITS FOR THE PARK MODEL, MISSISSIPPI COTTAGES, DURING THE 24 MONTH TIME FRAME THE PROGRAM WILL RUN, AND FOR RELATED PURPOSES.

WHEREAS, the Harrison County Board of Supervisors finds that it would be appropriate to appoint the Harrison County Zoning Officer to administratively act on behalf of the Board of Supervisors in granting Temporary Use Permits for the Park Model, Mississippi Cottages, during the 24 month time frame this program will run; and

WHEREAS, should this time frame be extended, then the authority of the Zoning Officer will likewise be extended.

NOW THEREFORE, BE IT ORDERED,

SECTION I. The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION II. Upon the adoption of this Order, the Harrison County Board of Supervisors does hereby appoint the Harrison County Zoning Officer to administratively act on behalf of the Board of Supervisors granting Temporary Use Permits for the Park Model, Mississippi Cottage, during the 24 month time frame the program will run.

SECTION III. In the event this program is extended beyond the 24 month period, then the authority of the Harrison County Zoning Officer shall likewise be extended.

Supervisor **WILLIAM W. MARTIN** seconded the Motion to adopt the above and foregoing Order, whereupon the question was put to a vote with the following results:

Supervisor LARRY BENEFIELD	voted, AYE
Supervisor WILLIAM MARTIN	voted, AYE
Supervisor BOBBY ELEUTERIUS	voted, AYE
Supervisor MARLIN LADNER	voted, AYE
Supervisor CONNIE ROCKCO	voted, (ABSENT & EXCUSED)

The majority of the members present having voted in the affirmative, the Motion was declared carried, and the Order adopted on this the 9th day of July, 2007.

July 9, 2007, Item # 62

Supervisor **BOBBY ELEUTERIUS** moved adoption of the following:

ORDER APPROVING SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND HARRISON COUNTY, MISSISSIPPI UNDER THE AMERICANS WITH DISABILITIES ACT FOR CONSTRUCTION AND REHABILITATION OF COUNTY FACILITIES AS A RESULT OF HURRICANES KATRINA AND RITA, AS RECOMMENDED BY THE BOARD ATTORNEY, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE SAME

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE settlement agreement between the United States of America and Harrison County, Mississippi under the Americans with Disabilities Act for construction and rehabilitation of county facilities as a result of Hurricanes Katrina and Rita, as recommended by the Board Attorney.

The Board does HEREBY AUTHORIZE the Board President to execute same, which settlement agreement follows this Order as **Exhibit A**.

Supervisor **WILLIAM W. MARTIN** seconded the motion to adopt the above and foregoing order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN R. LADNER voted	AYE
Supervisor WILLIAM W. MARTIN voted	AYE
Supervisor CONNIE ROCKCO voted	(ABSENT & EXCUSED)

The motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the order adopted.

THIS 9th day of July 2007.

* * *

SETTLEMENT AGREEMENT BETWEEN

THE UNITED STATES OF AMERICA

AND

HARRISON COUNTY, MISSISSIPPI

UNDER THE AMERICANS WITH DISABILITIES ACT

DJ 204-41-126

BACKGROUND

A. SCOPE

In 2005, Hurricanes Katrina and Rita produced wide-spread flooding in Harrison County, Mississippi (County). As a result, many facilities in the County were damaged or destroyed, and extensive construction and rehabilitation of buildings and facilities are expected throughout the County over the next several years.

The United States Department of Justice (Department) initiated this matter to provide technical assistance to the County in complying with its obligations under title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131-12134, and the Department's implementing regulation, 28 C.F.R. Part 35, with respect to (1) the construction of new facilities to replace those that were destroyed or damaged, (2) the rehabilitation of facilities that were damaged, (3) the re-introduction of programs, services, and activities to buildings and facilities closed because of damage, and (4) the development of an emergency operations plan that addresses the needs of people with disabilities. The Department initiated this matter in the spirit of federal/local government cooperation and not as a result of a complaint alleging violation of title II by the County.

B. JURISDICTION

1. The ADA applies to the County because it is a "public entity" as defined by title II. 42 U.S.C. § 12131(1)(A).

2. The Department is authorized to provide technical assistance to the County pursuant to section 506 of the ADA, 42 U.S.C. § 12206. The Department is also authorized under 28 C.F.R. Part 35, Subpart F, to determine the compliance of the County with title II of the ADA and the Department's title II implementing regulation, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. The Attorney General is further authorized, under 42 U.S.C. § 12133, to bring a civil action

EXHIBIT
A

enforcing title II of the ADA should the Department fail to secure voluntary compliance pursuant to Subpart F.

3. The parties to this Agreement are the United States of America and Harrison County, Mississippi.

4. The parties enter into this Agreement in order to facilitate the County's compliance with the requirements of title II of the ADA with respect to its emergency operations plan and its efforts to address hurricane-related damage to its buildings and facilities, and to avoid the burdens and expenses of an investigation and possible litigation.

5. In consideration of, and consistent with, the terms of this Agreement, the Attorney General agrees to provide the technical assistance set forth in this Agreement. The Attorney General also agrees to refrain from filing a civil suit in this matter regarding all matters contained within this Agreement, except as provided in the section entitled "Implementation and Enforcement."

6. In consideration of the technical assistance provided by the United States pursuant to this Agreement, the County agrees to comply with the terms of this Agreement.

C. ENSURING ACCESS TO FACILITIES, PROGRAMS, SERVICES, AND ACTIVITIES

7. ***Construction and Rehabilitation of Buildings and Facilities***: The County will ensure that all of its facilities will be constructed or rehabilitated in full compliance with the requirements of the ADA as set forth below.

   a. For all County buildings and facilities constructed following the effective date of this Agreement (*i.e.*, "new construction" pursuant to 28 C.F.R. § 35.151(a)), the County will comply with the requirements of the Department's ADA regulation, 28 C.F.R. Part 35, and the ADA Standards for Accessible Design, 28 C.F.R. Part 36, App. A ("Standards"), including the scoping provisions in effect at the time of construction.

   b. In its rehabilitation of all County buildings and facilities for which original construction commenced after January 26, 1992 (*i.e.*, "new construction" pursuant to 28 C.F.R. § 35.151(a)), the County will comply with the requirements of the Department's ADA regulation, 28 C.F.R. Part 35, and the Standards in effect at the time of rehabilitation.

   c. In its rehabilitation of all County facilities for which original construction commenced on or before January 26, 1992 (*i.e.*, "alterations" to "existing facilities" pursuant to 28 C.F.R. § 35.151(b) and (c)), the County will ensure that all elements are in compliance with the Standards in effect at that time, including

the "path of travel" requirements if alterations are made to primary function areas.

8. ***Program Access***: As it re-introduces its programs, services, and activities into its facilities closed due to hurricane-related damage, the County will ensure compliance with ADA requirements.

   a. With respect to facilities for which original construction commenced after January 26, 1992 (*i.e.*, "new construction"), the County will ensure that such facilities become and/or remain readily accessible to and usable by people with disabilities in compliance with the Standards. 28 C.F.R. § 35.151(a). Prior to re-opening each such facility, the County will identify and remove barriers to access for persons with disabilities by applying the Standards, including the Standards' scoping requirements, to determine whether the facility is "readily accessible to and usable by" persons with disabilities. 28 C.F.R. §§ 35.149, 35.151(a).

   b. With respect to facilities for which original construction commenced on or before January 26, 1992 (*i.e.*, "existing facilities"), the County will ensure that, when viewed in its entirety, each such program, service, or activity becomes and/or remains readily accessible to and usable by individuals with disabilities, 28 C.F.R. § 35.150. Prior to re-opening each such facility, the County will identify barriers to access for persons with disabilities by applying the Standards, including the Standards' scoping requirements, to determine whether the facility is "readily accessible to and usable by" persons with disabilities. Once barriers have been identified, the County will take whatever actions are needed to ensure that persons with disabilities have access to the programs, services, and activities that would otherwise be provided at that facility. Such actions may include removing the architectural barriers, reassigning services to more accessible facilities, conducting home visits, or implementing any other method that results in making the program, service, or activity readily accessible to and usable by persons with disabilities. 28 C.F.R. § 35.150. This paragraph does not require the County to take any action that it can demonstrate would result in a fundamental alteration or undue burden. 28 C.F.R. § 35.150(a)(3).

9. ***Maintenance of Accessible Features***: Throughout the life of this Agreement, consistent with 28 C.F.R. § 35.133(a), the County will maintain the accessibility of its programs, activities, services, facilities, and equipment, and will take whatever actions are necessary (such as routine testing of accessibility equipment and routine accessibility audits of its programs and facilities) to do so. This provision does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs. 28 C.F.R. § 35.133(b).

D. TECHNICAL ASSISTANCE AND CONSULTATION

10. ***Funding of Technical Assistance and Other Services Provided by Consultant***: Both parties acknowledge that the initiatives contained in paragraphs 11 - 13 of this Agreement will be performed by a Department of Justice consultant.

11. ***Design Reviews of Plans for New Construction and Modifications to Facilities***: The parties agree as follows:

a. To assist the County with ensuring ADA compliance during its rebuilding and rehabilitation of facilities, the Department will provide an architectural consultant to review design plans for certain facilities that are being constructed or rehabilitated. The plans selected for review by the consultant will be agreed upon jointly by the County and the United States, with priority being given to those plans for facilities which members of the public will use most frequently to obtain access to the Counties' programs, activities, and services. The reviews will focus on critical accessibility features such as parking, routes to the facility, entrances, routes inside the facility, and toilet rooms, as well as the accessibility of special features such as courtrooms, assembly areas, and holding cells.

b. To assist the parties in selecting the plans most appropriate for review by the consultant, the County will advise the Department in writing within 30 days after it develops and/or receives design plans for the construction or rehabilitation of any building or facility.

c. The County will submit the plans selected for review to the consultant provided by the Department at least 90 days prior to the commencement of construction or rehabilitation of a facility.

d. The consultant's contract with the Department will require the consultant to provide comments simultaneously to the County and to the Department within 30 days of receipt of the design plans.

e. The County will re-design and construct its facilities consistent with the consultant's and the Department's ADA findings and recommendations.

12. ***Training on ADA Architectural Requirements for Key County Personnel and for Local Architects, Engineers, and Contractors***: To further assist the County during the rebuilding effort, the Department will provide live ADA training and consultation for County building inspectors, facilities personnel, and County employees involved in the rebuilding and rehabilitation process. The training and consultation will be provided by an ADA architectural consultant hired by the Department and/or by a staff architect employed by the Department. Training sessions will be open to architects, engineers, and contractors who may engage in the design or construction of public or private buildings or facilities in the County. The Department will determine the amount of training and consultation provided based upon available funding.

13. ***"Ask the ADA Architect" Desk***: The Department will provide live ADA consultation for private business owners, landlords, contractors, architects, and others who are designing or rebuilding private (non-governmental) facilities within the County. The County will

provide adequate office space, equipment, and support for this initiative, and will conduct all necessary outreach to the targeted communities. This consultation will be conducted by an architectural consultant hired by the Department and/or by a staff architect employed by the Department. The Department will determine the amount of consultation provided based upon available funding.

E. EMERGENCY MANAGEMENT PROCEDURES AND POLICIES

14. Within 15 days of the effective date of this Agreement, the County will provide the Department with the County's Emergency Operations Plan ("EOP"), including all supporting documents.

15. Within 60 days of receipt of the County's EOP, the Department will provide comments to the County on the modifications required to ensure compliance with title II of the ADA and the Department's implementing regulation.

16. Within 60 days of receipt of the Department's comments on the County's EOP, the County will incorporate the Department's comments into its EOP, ensure that its revised EOP is in full compliance with the requirements of title II of the ADA, and provide a copy of its revised EOP (including supporting documents) to the Department.

17. The County will implement the EOP and supporting documents consistent with comments received from the Department relating to compliance with title II of the ADA and its implementing regulation.

F. IMPLEMENTATION AND ENFORCEMENT

18. Except as otherwise specified in this Agreement, at yearly anniversaries of the effective date of this Agreement until it expires, the County will submit written reports to the Department summarizing the actions the County has taken pursuant to this Agreement. Reports will include detailed photographs showing measurements, architectural plans, work orders, notices published in the newspaper, copies of adopted policies, and proof of efforts to secure funding/assistance for structural renovations or equipment.

19. If at any time the County desires to modify any portion of this Agreement because of changed conditions making performance impossible or impractical or for any other reason, it will promptly notify the Department in writing, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. Until there is written agreement by the Department to the proposed modification, the proposed modification will not take effect. These actions must receive the prior written approval of the Department, which approval will not be unreasonably withheld or delayed.

20. The Department may review compliance with this Agreement at any time. If the Department believes that the County has failed to comply in a timely manner with any

requirement of this Agreement without obtaining sufficient advance written agreement with the Department for a modification of the relevant terms, the Department will so notify the County in writing and it will attempt to resolve the issue or issues in good faith. If the Department is unable to reach a satisfactory resolution of the issue or issues raised within 30 days of the date it provides notice to the County, it may institute a civil action in federal district court to enforce the terms of this Agreement, or it may initiate appropriate steps to enforce title II.

21. For purposes of the immediately preceding paragraph, it is a violation of this Agreement for the County to fail to comply in a timely manner with any of its requirements without obtaining sufficient advance written agreement with the Department for an extension of the relevant time frame imposed by the Agreement.

22. Failure by the Department to enforce this entire Agreement or any provision thereof with regard to any deadline or any other provision herein will not be construed as a waiver of the Department's right to enforce other deadlines and provisions of this Agreement.

23. A copy of this document or any information contained in it will be made available to any person by the County or the Department on request.

24. This Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement, will be enforceable. This Agreement does not purport to remedy any other potential violations of the ADA or any other federal law. This Agreement does not affect the County's continuing responsibility to comply with all aspects of the ADA.

25. This Agreement will remain in effect for four years from the effective date of this agreement.

26. The person signing for the County represents that he or she is authorized to bind the County to this Agreement.

27. The effective date of this Agreement is the date of the last signature below.

For Harrison County, Mississippi:

By: _____
LARRY BENEFIELD, President
Harrison County Board of
Supervisors
1801 23rd Avenue
Gulfport, MS 39501

Attest: _____
JOHN MCADAMS, Board Clerk

Date: _____

For the United States:

WAN J. KIM,
Assistant Attorney General for Civil Rights

By: _____
JOHN L. WODATCH, Chief
JEANINE WORDEN, Deputy Chief
NAOMI MILTON, Supervisory Attorney
SUSAN BUCKINGHAM REILLY, Attorney
DOV LUTZKER, Attorney
AMELIA EDUARDO, Investigator
U.S. Department of Justice
Civil Rights Division
950 Pennsylvania Avenue, N.W.
Disability Rights Section - NYA
Washington, DC 20530
(202) 307-0663

Date: _____

July 9, 2007, Item # 63

The following items came on for discussion by the Board with no Board action taken:

a) Supervisors Ladner and Rockco requested the Board Attorney to expedite hearings for derelict properties located in Districts 3 and 5.

b) Supervisor Ladner inquired about the brick yard located in the Bernard Bayou Industrial Park. Mr. Hessell stated that this is an existing company relocating from downtown Gulfport and expanding their operation by adding more man power.

c) Supervisor Ladner requested the Board Attorney to check into overpaid taxes on parcel No. 0312P-01-009.000.

d) Supervisor Benefield inquired whether FEMA would pay to harden the Lyman Senior Center expansion for use as a shelter. The County Engineer stated that MEMA would only consider buildings with 10,000 square feet.

e) Supervisor Martin inquired about the status of the appeal on hangers and leaners with FEMA. The County Administrator has the paperwork ready for the President to sign on three contested PWs to be delivered today to MEMA.

f) Supervisor Martin inquired whether the Sheriff's Department provided updated reports on monies owed by the municipalities. The County Administrator reported that Major Payne is working on the reports. She also advised that her office has notified the cities of the price increase to house prisoners. The Board Attorney is finalizing the new contracts.

* * *

MINUTES
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI
MINUTE BOOK JULY 2007

July 9, 2007, Item # 64

ORDERED that the Board ADJOURN in the Second Judicial District until Term in Course.

THIS 9th day of July 2007.

PRESIDENT